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COPY



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

Regular Meeting—Friday, March 31, 1983

at 2:00 P.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Jane M. Byrne, Mayor, and Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone.

Absent--Aldermen Hagopian, Farina, Laurino, Rittenberg, Oberman.

Call to Order.

On Friday, March 31, 1983, at 2:00 P.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, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Quorum present.

On motion of Alderman Martinez it was ordered noted in the Journal that Alderman Hagopian was absent due to being hospitalized.

Invocation.

Sister Julie, Principal, Maria High School, opened the meeting with prayer.

Maria High School Girls Basketball Team Runnerup in 1983 Illinois State High School Girls Basketball Tournament.

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

WHEREAS, The Maria High School girls basketball team was runnerup in the 1983 Illinois State High School Girls Basketball Tournament; and

WHEREAS, The Maria team posted a 1982-83 season record of 28 wins and 3 losses while winning the Chicago area Catholic League Championship; and

WHEREAS, The Maria team was one of the top eight teams in the state last year; and

WHEREAS, The Maria team has won the Chicago area Catholic League Championship four times during the last five years; and

WHEREAS, Coach Cindy Cole, during her six years of coaching at Maria, has a record of 155 wins and 23 losses; and

WHEREAS, Team Captain Sandy Heitschmidt, a senior, was honored as an All-State girls basketball player; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, on this 31st day of March, 1983, extend to the Maria High School girls basketball team our heartiest congratulations for their hard work and diligence during an exemplary season; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Maria High School girls basketball team.

Alderman Brady 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 Brady (seconded by Alderman Madrzyk) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Maria High School Girls Basketball Team. Principal Sister Julie and Team Captain Sandy Heitschmidt accepted the trophy and both expressed their appreciation for the honor accorded them. The participants were warmly applauded by all the Members of the City Council and assembled guests.

**Providence-St. Mel High School Boys Basketball Team 4th-Place Winner
in 1983 Illinois State High School Class A Basketball Tournament.**

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

WHEREAS, The Providence-St. Mel High School boys basketball team was the 4th-place winner in the 1983 Illinois State High School Class A Basketball Tournament; and

WHEREAS, The Providence-St. Mel "Knights" posted a 1982-83 season record of 29 wins and 3 losses while winning the Chicago Prep Conference Championship; and

WHEREAS, The Providence-St. Mel team won the 1982 St. Charles Holiday Basketball Tournament and placed 4th in the Pontiac Christmas Classic basketball tourney; and

WHEREAS, Coach Tom Shields, in his fourth year of coaching at Providence-St. Mel, has a record of 102 wins and 16 losses while instilling discipline and fair play in his teams; and

WHEREAS, Each of the five starters on the "Knights" was honored during the season as the Tribune Athlete-of-the-Week; and

WHEREAS, The four seniors on the team earned the right to be on the school's academic honor roll; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council, assembled this 31st day of March, 1983, extend to the Providence-St. Mel High School boys basketball team our heartiest congratulations for an exemplary season, the conduct of which was an inspiration to Chicago youth; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the Providence-St. Mel High School boys basketball team.

Alderman Carothers 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 Carothers (seconded by Alderman Davis) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented a trophy to the Providence-St. Mel High School Boys Basketball Team. The Principal and Team Captain accepted the trophy and both expressed their appreciation at being so honored. The participants were enthusiastically applauded by the Members of the City Council and the assembled guests.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

*Referred--*PROPOSED ORDINANCE TO CREATE NEW CHAPTER 28.3
OF MUNICIPAL CODE CONCERNING LICENSING, ETC. OF HORSE
DRAWN CARRIAGES AND DRIVERS FOR HIRE IN CITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 31, 1983.

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

LADIES AND GENTLEMEN-- At the request of the Commissioner of Consumer Services, I transmit herewith an ordinance adding a new Chapter 28.3 to the Municipal Code. This ordinance provides for the regulation and licensing of horse drawn carriages and drivers for hire in the City.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SITE DESIGNATION
BY PUBLIC BUILDING COMMISSION FOR ADDITIONAL
PARKING FOR COOK COUNTY JUVENILE DETENTION
CENTER (AUDY HOME).

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 31, 1983.

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

LADIES AND GENTLEMEN-- At the request of the Executive Director of the Public Building Commission, I transmit herewith an ordinance approving the site designated by the Public Building Commission to provide additional parking facilities adjacent to the Cook County Juvenile Detention Center (Audy Home). The designated site is bounded by West Grenshaw Street on the north, Roosevelt Road on the south, Hamilton Avenue on the west and Hoyne Avenue on the east.

The subject property is being undertaken by the Public Building Commission pursuant to the request of the County of Cook, which has agreed to enter into the usual and customary lease agreement with the Commission.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Proclamations.

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

"HISPANIC MEDIA DAY IN CHICAGO":

April 2, 1983;

"MEDIC ALERT WEEK IN CHICAGO":

April 3-9, 1983;

"PATTI LABELLE DAY IN CHICAGO":

April 6, 1983;

"PAN AMERICAN DAY IN CHICAGO":

April 14, 1983;

"PAN AMERICAN WEEK IN CHICAGO":

April 10-16, 1983;

"UNITED YOUTH SYNAGOGUE WEEKEND IN CHICAGO":

April 22-24, 1983;

"CHILDREN'S WEEK IN CHICAGO":

April 23-30, 1983;

"KNIGHTS OF COLUMBUS-FOURTH DEGREE DAY IN CHICAGO":

May 1, 1983.

Acceptance and Bond under Ordinance.

Also the acceptance and bond of the General Foods Manufacturing Corporation under an ordinance passed on November 12, 1982 (elevated switch track); filed on March 29, 1983.

*State Approval of Ordinances Concerning
M.F.T. Projects.*

Also communications from Sigmund C. Ziejewski, District Engineer, under date of March 8, 1983, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

December 8, 1982.

Funds authorized for maintenance of Street Lighting during 1982;

December 15, 1982.

Execution of Agreement authorized between City and State for improvements on Canal, Monroe and Harrison Streets;

Execution of Agreement authorized between City and State for improvements of Racine Avenue from 47th to 87th Streets;

Execution of Agreement authorized between City and State for intersection improvement of Washington Boulevard at Pulaski Road;

Execution of Agreement authorized between City, State and Chicago Park District for reconstruction of the Michigan Avenue Viaduct Structure;

Execution of Amendment to Agreement authorized between City and State for twelve intersection improvements at specified locations;

Execution of Amendment to Agreement authorized between City and State for Cicero Avenue/Marquette Road Combined Sewer Connector (Phase 1);

December 27, 1982.

Funds authorized for New Street Construction at specified locations;

January 18, 1983.

Authority granted for Execution of Amendment to Agreement between City and State for repair of Division Street Drawbridge.

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 25, 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 31, 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 25, 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 31, 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:

Zoning Reclassification of Particular Area.

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

William C. Jones---to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 4-J bounded by

a line 75 feet north of and parallel to W. 16th Street; S. Christiana Avenue; W. 16th Street; and the alley next west of and parallel to S. Christiana Avenue.

Claims against City of Chicago.

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

Aetna Life and Cas. Co. and Hezekiah Rush, Allstate Ins. Co. (2) Ham Caldwell, Ricky and Susan Williams;

Berdusis Anastasios, Billing Martin, Brazda Theresa, Brungard Donald G.;

Casteneda Leonaldo L., Chicago Sun-Times, Cipriani Mae, Congress Restaurant Inc., Country Companies, and James and Kathy Mapp, Cuyjet John F.;

Dapkus John J., David Gomes and Associates Inc., Diversey Yacht Club Inc. (2);

Galloway Rudy and Maria, Gardula Robert, Greer James and Maxine;

Harrison Yvonne, Hoog Martin;

Levy Leroy;

M & N Food and Liquors Inc., Maryland Cas. Co. CMO Graphics;

Paniagua Mauricio, Poovathumkal Chacko, Poulson Norval;

Riffin Bennie;

Sanetra Tom, Schubert Edwin, Somers Timothy J., State Farm Ins. Co. and Patricia Henderson, Stuebner Elaine A.;

Underwriters Adj. Co. and Richard and Loretta Feldman, The University of Chicago (2);

Volatile Donna M.;

Yellow Cab Co. (2);

Zalewski Boniface.

*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 30, 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 February, 1983.--*Referred to the Committee on Finance.*

Placed on File--NOTIFICATIONS AS TO SELECTIONS OF PROXIES
TO AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO
MULTI-FAMILY HOUSING REVENUE BONDS, SERIES 1983
(SECTION 8 ASSISTED-MICHIGAN BOULEVARD
GARDEN APARTMENTS MODERATE REHAB-
ILITATION PROJECT).

The City Clerk transmitted the following communications, which were *Placed on File*:

March 31, 1983

COMMUNICATIONS, ETC.

16791

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 31, 1983.

Notice of Designation of Proxy

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

Please take notice that I have selected and do hereby designate Daniel E. Murphy as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to any and all Multi-Family Housing Revenue Bonds, Series 1983 (Section 8 Assisted-Michigan Boulevard Garden Apartments Moderate Rehabilitation Project) authorized to be issued in the aggregate principal amount of up to \$11,000,000 by Ordinance adopted by the City Council of the City of Chicago on March 9, 1983, and any other instrument, certificate, or document required to be signed by the Mayor pursuant to such ordinance.

Appended hereto is a written signature of my name as the same will appear on such Bonds and other documents as executed by said Daniel E. Murphy and with the proxy's signature underneath, all as required by statute.

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

[Signatures appended as stated.]

—
OFFICE OF THE CITY COMPTROLLER
CITY OF CHICAGO

March 31, 1983.

Notice of Designation of Proxy

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

Please take notice that I have selected and do hereby designate Charles A. Whelpley as my proxy for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to any and all Multi-Family Housing Revenue Bonds, Series 1983 (Section 8 Assisted-Michigan Boulevard Garden Apartments Moderate Rehabilitation Project) authorized to be issued in the aggregate principal amount of up to \$11,000,000 by Ordinance adopted by the City Council of the City of Chicago on March 9, 1983, and any other instrument, certificate, or document required to be signed by the Comptroller pursuant to such ordinance.

Appended hereto is a written signature of my name as the same will appear on such Bonds and other documents as executed by said Charles A. Whelpley and with the proxy's signature underneath, all as required by statute.

Very truly yours,
(Signed) ANTHONY N. FRATTO,
Comptroller.

[Signatures appended as stated.]

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 Redevelopment Agreement for
U.D.A.G. Loan for Exchange Center Project.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement necessary for an Urban Development Action Grant Loan for the Exchange Center Project in the amount of \$4,000,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed 21 August 1981, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the South Loop; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-82-AA-17-0075 which provides for a loan of grant funds to the Exchange Center Partnership, an Illinois general partnership, to help finance the development and construction of certain improvements in the South Loop as part of the economic revitalization thereof, which will create approximately 6,500 new, permanent jobs; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development is authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$4,000,000.00 of Urban Development Action Grant funds to Exchange Center Partnership for the purpose of aiding the construction of a new Regional Transit Authority Station, a public plaza, and a 140 space parking garage, and which Redevelopment Agreement obligates Exchange Center Partnership to construct the aforesaid improvements as part of the economic revitalization of the South Loop by expending approximately \$8,885,000.00 in private funds; and further obligates Exchange Center Partnership to use its best efforts to create 6,500 new, permanent job opportunities as represented in the original application for funds, to said Department of Economic Development.

The Commissioner of the Department of Economic Development is further authorized to enter into and execute any and all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement said Redevelopment agreement being in substantially the following form:

This Agreement, made in Chicago, Illinois, this ____ day of _____, 1983, between the City of Chicago, Illinois, ("City") by and through its Department of Economic Development having its offices at Room 2800, No. 20 N. Clark, Chicago, Illinois and Exchange Center Partnership, an Illinois general partnership having offices at No. 840 N. Michigan, Chicago, Illinois 60611 ("ECP").

WITNESSETH:

Whereas, the Department of Economic Development of the City of Chicago, Illinois has as its primary purpose the attraction and expansion of economic development in the City of Chicago, Illinois, and

Whereas, it is the intention of ECP to develop a building containing office space, retail space, and securities exchange facilities in the City of Chicago to be known as Exchange Center ("Project"); and

Whereas, the City has made an application to the United States Department of Housing and Urban Development ("HUD") for an Urban Development Action Grant ("UDAG Grant") for funds to be used in part as public improvements and in part as a loan to ECP for construction of (i) street and site improvements; (ii) water and sewer improvements; (iii) a public plaza; (iv) a parking garage; and (v) commuter facilities for Regional Transit Authority ("RTA") passengers; and

Whereas, in response to said application, HUD has approved U.D.A.G. Grant number B-82-AA-17-0075 in the amount of \$9,883,500, which provides that City shall loan ECP the sum of \$4,000,000.00 of the total U.D.A.G. Grant for the above purposes; and

Whereas, ECP desires to borrow said amount from the City and the City is willing, subject to the terms and conditions herein set forth, to lend said amount to ECP, Now, Therefore, the parties agree as follows:

Section I. Definitions

The following terms when used in this Development Agreement shall have the meanings set forth in this Section:

- (A) "Property" shall mean the land and building to be located in the City of Chicago, Illinois, bounded by LaSalle Street on the east, the Chicago Board Options Exchange on the north, Sherman Street on the west, and Congress Parkway on the south, legally described in Exhibit A attached hereto.
- (B) "Lender" shall mean Chemical Bank of New York, New York, and any lenders who participate in the making of the loan to ECP specified in Section III (E) hereof.
- (C) "UDAG Grant Agreement" shall mean the Agreement numbered B-82-AA-17-0075 between the Secretary of Housing and Urban Development and the City of Chicago, Illinois.

The exhibits referred to above are hereby incorporated into this Agreement and made a part hereof.

Section II. Consideration

In consideration of ECP's executing this Redevelopment Agreement and agreeing to be bound by its terms, the City agrees to perform the duties allocated to it hereunder, and in consideration of the City making the above mentioned loan to ECP, ECP agrees for itself, its successors and assigns, to be bound by the terms of this Redevelopment Agreement and to diligently complete the Development Plan described herein.

Section III. Development Plan.

A. ECP's obligations with respect to the Project ("Development Plan") on the Property shall include the following:

(1) Construction of an approximately 1,000,000 square foot office tower.

(2) Construction of an approximately 89,200 square foot three-level annex building, including an approximately 27,000 square foot trading floor for the Midwest Stock Exchange, a health club and lounge, and RTA commuter facilities.

(3) Expenditure of approximately \$51,750,000 for the following:

(a)	Architectural and Engineering	\$ 2,200,000
(b)	Development Fee	1,800,000
(c)	Leasing Fee	6,250,000
(d)	Financing Fee	725,000
(e)	Taxes, Insurance, etc.	1,125,000
(f)	Legal Fees	1,125,000
(g)	Construction/Lease Period Interest	34,167,000
(h)	Contingency	4,275,000
(i)	Street, site, water and sewer improvements	908,000

(4) Purchase the land on which the Project will be built, at a cost of \$8,000,000.00.

B. The total development cost of the Project is projected to be \$141,142,000. City acknowledges that this projected cost is subject to revision for changes beyond the control of ECP, including construction cost, construction period interest, market conditions affecting leasing of commercial, retail and office space, and other items on the Project budget. Nothing contained in this Agreement shall bind ECP to spend the aforesaid total projected development cost, and ECP may realize economies in the cost wherever possible.

C. The following components of the Project ("the UDAG Items") shall be constructed by ECP:

(a)	Public Plaza	750,000
(b)	140 Space Parking Garage	2,250,000
(c)	RTA Commuter Station, including public walkways, demolition of temporary railroad stations, weather protection, escalator, elevator, and 12 bumping posts.	4,185,290
	Total Cost	\$ 7,185,290

ECP shall be entitled to request City to draw from UDAG Grant funds to finance the actual cost of the UDAG Items, in the manner hereinafter specified. Notwithstanding any contained herein to the contrary, the maximum amount available to ECP under this Agreement is \$7,185,290, of which amount the sum of \$4,000,000 shall be a Loan to ECP, payable in the manner hereinafter specified.

D. The following timetable shall apply to the ECP's performance of its duties under the Development Plan:

Activity	Commencement Date	Completion Date
Public Improvement Construction	June 1, 1983	January 31, 1985
Building Construction (Office tower and annex building)	October 1, 1983	January 31, 1985

E. Lender, together with any participating lenders, shall issue a firm and irrevocable loan commitment in the total amount of \$138,500,000.00 to ECP for the purpose of constructing the Project.

F. ECP shall provide private equity funds in the amount of \$2,800,000.00, for land acquisition.

Section IV. Disbursement; Loan Terms

After ECP has expended and been reimbursed its actual costs for performance of the UDAG Items, up to a maximum amount of \$3,185,290, the City shall loan to ECP, and ECP shall borrow from the City, the sum of Four Million and no/100 Dollars (\$4,000,000.00) ("Loan") in accordance with the following terms and conditions:

The Loan shall be evidenced by two Notes of ECP, as follows:

"Note A" shall be in the principal amount of \$1,000,000.00. The proceeds disbursed under Note A shall be deemed to be the UDAG funds disbursed to ECP in excess of \$3,185,290.00. Recipient's recourse for the repayment of such Note A, in addition to its rights under the second mortgage specified below, shall be a collateral assignment of Exchange's right to receive rentals from RTA for the RTA commuter facilities pursuant to the RTA Agreement.

"Note B" shall be in the principal amount of \$3,000,000.00. The proceeds disbursed under Note B shall be deemed to be all UDAG funds disbursed to ECP in excess of \$4,185,290.00. Recipient's recourse for the repayment of such Note B, in addition to its rights under its second mortgage specified below, shall be a collateral assignment of ECP's right to operate and receive the revenues from the 140 space Public Parking Garage to be constructed hereunder.

(A) Initial Term - The initial term of the Loan shall be for five years from the date of the first disbursement of Loan proceeds to ECP, or the first maturity date of the Lender's construction loan, whichever shall be the first to occur. Interest on disbursed amounts shall accrue during the first two years of the initial term at the rate of twelve percent (12.0%) per annum. Commencing on the sixth month after the second anniversary of the first disbursement to ECP, and semi-annually thereafter, ECP shall pay City interest on the then-outstanding principal balance of the Loan (which shall include interest accrued during the first two years of the term) at the rate of twelve percent (12%) per annum, plus an amount of principal computed on an amortization schedule of fifteen (15) years, until the maturity date.

(B) Extension - By written notice to City given at least thirty (30) days prior to any maturity date, ECP may, if Lender has extended or refinanced ECP's construction loan beyond such maturity date, extend the maturity date of the Loan upon the payment of a sum stipulated as follows:

(1) Upon the initial maturity date, ECP may extend the term of the Loan for an additional two (2) years by the payment to City of a sum equal to three percent (3%) of the then-outstanding principal balance of the Loan.

(2) IF ECP elects to extend the maturity date as provided in subparagraph (1) above, then upon the maturity date as extended, ECP may further extend the term of the Loan for an additional five (5) years by the payment to City of a sum equal to four percent (4%) of the then-outstanding principal balance of the Loan.

(3) If ECP elects to extend the maturity date as provided in subparagraph (2) above then upon the maturity date as extended, ECP may further extend the term of the Loan for an additional period of five (5) years by the payment to City of a sum equal to five percent (5%) of the then-outstanding principal balance of the Loan.

Notwithstanding any of the foregoing, if ECP has refinanced the Project in accordance with the provisions hereof, ECP may extend the maturity date in accordance with the schedule set forth above, except that ECP shall not be obligated to pay the stipulated sums upon such extension if the party to such refinancing is any party other than Lender.

In no event shall any of the foregoing extensions extend the maturity date of the Loan beyond a date which is later than November 30, 1999.

(C) Prepayment - ECP may prepay the then-outstanding principal balance of the Loan: (i) if ECP sells its entire interest in the Property to an unrelated buyer exclusively for cash (it being understood that "cash" shall include evidence of indebtedness of the purchaser which by their terms mature within twelve months of the date of such instruments), ECP shall pay the then-outstanding principal balance of the Loan plus additional interest equal to five and eight-tenths percent (5.8%) of the amount by which the sale price (less than then-outstanding principal balance of the Loan plus accrued interest thereon) exceeds \$167,000,000.00, it being the understanding of the parties hereto that such prepayment is possible only if ECP has totally terminated its involvement in the Property and has received sufficient cash to make such prepayment; or (ii) at any time upon payment of the then outstanding principal balance of the Loan, plus accrued interest thereon, plus additional interest equal to \$5,883,580.00, in which case ECP shall have no obligation to make any payment to City upon the sale of the Property.

(D) Disbursement - (1) Monthly draw requests for the first \$4,185,290 to be expended by Exchange hereunder shall be made on the basis of 90% of work completed and in place with a 10% holdback. One-half of the 10% holdback shall be released when 50% of the work to be financed under this Section IV is completed and in place and certified and approved as to same by ECP and City. Thereafter monthly draw request shall be based on 95% of work completed and in place, with 5% holdback released upon a final inspection by ECP and City that indicates the work to be financed under this Section IV is substantially complete and provided that the contractor has supplied said approving official with a full release of liens from all primary contractors, subcontractors, materialmen and suppliers. All draw requests under this section shall be on A.I.A. forms, certified and approved by the Architect and/or Engineer of ECP and the Architect and/or Engineer of City.

(2) After ECP has certified to City and HUD that ECP has sufficient funds on hand or irrevocably available to it to complete its obligations per the Grant Agreement and has identified the sources of said funds, then the Note B portion of the Loan can be drawn as follows:

(i) Draw requests for said Loan proceeds shall be made only on a monthly basis on A.I.A. forms, certified to and approved by the Architect and/or Engineer of ECP and the Architect and/or Engineer of the City.

(ii) Monthly draw request for Loan proceeds shall be made on the basis of 90% of work completed and in place with a 10% holdback. One-half of the 10% holdback shall be released when fifty percent (50%) of the work to be financed under Note B (the public plaza and 140 space parking garage) is completed and in place and certified and approved as to same by ECP and City. Thereafter monthly draw requests shall be based on 95% of work completed and in place with the 5% holdback released upon a final inspection by ECP and City that indicates the work to be financed under Note B is substantially complete and provided that ECP has supplied City with a full release of liens from all primary contractors, subcontractors, materialmen and suppliers.

(iii) All disbursements under Note B shall be paid out of UDAG funds available to the City in an amount proportionate to the total costs of the Project, including debt and cash equity financing, but in no event less than a pro-rata basis of \$1.00 UDAG dollar for every \$11.00 of Non-UDAG funds.

(3) No disbursement of any portion of the Loan of UDAG Grant funds shall be made unless and until ECP shall have furnished to City a ALTA Commitment for mortgage of title insurance covering the Property in the full amount of the Loan, insuring that City will be the holder of a second lien on the real estate, and existing chattels, subject to a first lien held by Lender, free of other encumbrances and other exceptions to title other than those approved, in advance, by City, and not subordinated to any interest except the mortgage securing the construction loan of \$138,500,000 to be made

by Lender, as well as any other mortgages held by Lender and securing monies lent by Lender to finance the cost incurred in completing construction of the Project and for operating deficiencies which are in excess of \$138,500,000 and to any interim or long term mortgages, including but not limited to mortgages the proceeds of which are used to refinance the aggregate construction loan made by Lender but not in excess of \$167,700,000.

(4) No disbursement of the Loan proceeds shall be made unless and until ECP shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured second mortgagee in amount or amounts satisfactory to the City and HUD.

(5) Unless otherwise provided for herein, no disbursement of Loan proceeds shall be made unless and until the City and/or ECP has obtained, or has reasonable assurance that it will obtain, all Federal, State and local governmental approvals and reviews required by law to be obtained by the City and/or ECP for the Project.

(E) Acceleration - Upon any sale of all of ECP's interest in the Property, to an unrelated buyer exclusively for cash during the term of the Loan, any outstanding balance plus accrued interest shall become immediately due and payable to the City, subject to the prepayment provisions set forth in Paragraph IV(C). The entire balance of the outstanding principal of the Loan and all unpaid accrued interest on the Loan shall become immediately due and payable upon the bankruptcy, reorganization, dissolution or liquidation of ECP, or upon the sale under foreclosure of the Property. Should ECP's equity of redemption in the Property be transferred in whole or in part, voluntarily or involuntarily, the entire balance of the Loan and all unpaid interest and accrued interest thereon shall be immediately due and payable.

(F) Remedies - (a) In the event of a default by ECP prior to the disbursement of any portion of the Loan proceeds, the City's sole remedy under this Agreement shall be to receive an assignment by ECP of its right to receive rentals from the RTA under the RTA Agreement, and to obtain specific performance by ECP of its duty to construct the UDAG Items, provided, however, that if the City elects to enforce its remedy of specific performance under this subparagraph (a), or subparagraph (b) below, the City shall make available the UDAG Funds to ECP for such construction, and the sole obligation of ECP with the respect to the repayment of said UDAG Funds to City shall be to transfer to City all its rights, title and interest in the public parking garage, including the right to receive any and all revenues therefrom.

(b) In the event of a default by ECP after disbursement of any portion of the Loan Funds, prior to completion by the ECP of all the UDAG Items, the City's sole remedy hereunder shall be to (i) call immediately due and payable the then-outstanding principal balance of the Loan, and (ii) obtain specific performance by ECP of the remaining UDAG Items, upon the same terms and conditions set forth above as to specific performance.

(G) Security - The Loan shall be secured by a second mortgage lien in favor of City upon the property and all fixtures, equipment and other assets of ECP at the Property. The secured position of the City may only be subordinated to the mortgages referred to in Paragraph (IV)(D)(3) of this Agreement. City's mortgage lien shall further be subordinated to any lien resulting from any refinancing of the Property of any kind or nature whatsoever by ECP (including without limitation any refinancing which may result in a disbursement of cash to ECP), not to exceed the sum of \$167,700,000 (provided, however, that no such prior lien may be granted to any lender or party disqualified from participating in HUD-assisted projects under applicable HUD regulations) and City will execute evidence of such subordination within thirty (30) days of any request for such evidence by ECP. The mortgage shall also contain standard provisions to protect the interest of a second mortgagee, including, for example, a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage and the unpaid principal balance and interest shall be due and payable. The mortgage shall not contain an exculpation clause in favor of ECP.

To the extent permitted by law, all the personal property described in the mortgage shall be deemed to be fixtures and part of the Property. As to any part of such personal property not deemed or permitted by law to be fixtures, the mortgage shall constitute a Security Agreement under the Illinois Uniform Commercial Code.

(H) Documentation - Prior to the disbursement of the Loan hereunder, when appropriated, ECP shall execute and deliver to City, in form acceptable to City, the notes, mortgage, security agreement UCC-1 forms, personal guarantees of the Loan by Richard A. Heise, Roland E. Casati, Robert A. Wislow, and Robert B. Bicek (subject to enforcement of City's rights against the Collateral for the Loan), a Conditional Subordinated Assignment of Leases, and an opinion of Counsel, which loan documents shall evidence the terms and provisions of this Agreement, and be in conformity herewith.

Section V. Evidence of Financing

At the time of execution of this Redevelopment Agreement, ECP shall furnish the City with the evidence that Lender has committed to lend to ECP the principal sum of not less than \$138,500,00.00 for the construction of the Project.

Section VI. Maintaining Records and Rights to Inspect

All books, records and other documents relating directly to the receipt and disbursement of the UDAG funds to ECP shall be subject to the right of access by any duly authorized representative of the City, the Secretary of Housing and Urban Development, and/or the Comptroller General of the United States for the purposes of inspection, copy, audit and examination. Such right shall extend until completion of all close-out procedures respecting these funds and until the final settlement and conclusion of all issues arising out of the Loan or under this Redevelopment Agreement or to related UDAG Grant Agreement.

Section VII. Access to Project

For the period set forth in Section IV, any duly authorized representative of the City and/or the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the Property.

Section VIII. No Assignment or Succession

No transfer of Loan funds by the City to ECP shall be or be deemed an assignment of UDAG Grant funds, and ECP shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant Agreement, nor attain any rights, privileges, authorities or interest in or under the UDAG Grant Agreement, nor have any obligations of City under the UDAG Grant Agreement.

Section IX. Notices

Any and all notices given or required under this Redevelopment Agreement, and all agreements and documents related thereto shall be in writing, placed in the United States mail, first class, certified, return receipt requested, postage prepaid, and addressed as follows:

If to City:	Department of Economic Development of the City of Chicago 20 North Clark Street Room 2800 Chicago, Illinois 60602 Attention: Commissioner
If to ECP:	c/o Richard A. Heise Two Continental Towers 1701 Golf Road Rolling Meadows, IL 60008

with a copy to:

Robert Wislow
c/o U.S. Equities
840 N. Michigan
Chicago, IL 60611

-and-

Anthony R. Licata, Esq.
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Section X. Governing Law

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

Section XI. Time is of the Essence.

Time is of the essence of this Agreement.

Section XII. Housing and Urban Development.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary of Housing and Urban Development. An amendment shall be deemed "material" within the meaning of said provision if it cancels or reduces any development, construction, job creating, or financial obligation of ECP by more than ten (10%) percent; or if it changes the situs or character of the Property, or if it increases any time for performance by more than ten (10%) percent; provided, that an increase in any time for performance which does not exceed thirty (30) days, shall not be deemed "material".

Section XIII. Disclaimer of Relationship.

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

Section XIV. Certificate of Completion.

Promptly after completion by ECP of the Development Plan described in Section IV above, the City will furnish ECP with appropriate instruments so certifying. The certifications by the City shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with the obligation of ECP and its successors and assigns to undertake the Development Plan in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications, the City shall, within 30 days after written request by ECP provide ECP with a written statement indicating in adequate detail how ECP has failed to comply with the Development Plan in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for ECP to make or perform in order to obtain the certification.

Section XV. Mortgagees not Obligated to Contract.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof, but not including (a) any other party who thereafter obtains title to the Property from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself)

shall not be obligated by the provisions of this Agreement to complete the improvements set forth in Section III or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the Property to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XVI. Enforced Delay in Performance.

(A) Neither the City nor ECP nor any successor in interest shall be considered in breach or default of its obligations with respect to the completion of construction of improvements in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

(B) Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit, such rights in any way; nor shall any waiver in fact made by the City with respect to any specific default by ECP under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by ECP under this Section, or with respect to the particular default except to the extent specifically waived in writing.

Section XVII. Conflict of Interest: City's Representatives not Individually Liable.

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

Section XVIII. Equal Employment Opportunity.

ECP and its successors and assigns, agree that during the term of the Loan provided for in Section IV of this Agreement:

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

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

(3) ECP will include the provisions of Paragraphs (a) and (b) of this Section in every construction contract, and will require the inclusion of these provisions in every subcontract entered into by any of its construction contractors, so that every provision will be binding upon each contractor or subcontractor, as the case may be.

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

Section XIX. Job Creation.

ECP agrees to use its best efforts to create, or cause to be created, the jobs specified in Exhibit A to the UDAG Grant Agreement, provided, however, that the inability of ECP to create or cause to be created such jobs shall not be an event of default under this Agreement.

In Witness Whereof, The City of Chicago, Illinois and ECP have caused this Agreement to be duly executed as of the day and year first above provided.

[Signature forms omitted for printing purposes.]

[Exhibit "A" printed on pages 16802 through 16803 of this Journal.]

SECTION 2. This ordinance shall be in effect from and after the date of passage.

**Execution of Amendments Authorized to U.D.A.G. and Related
Agreements with Maisel and Associates for Fullerton-Grand
Brickyard Expansion Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of Amendments to Urban Development Action Grant and related Agreements with Maisel and Associates necessary for the Fullerton-Grand Brickyard Expansion Project Phase III.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, On June 27, 1980 this body passed an ordinance approving an Urban Development Action Grant for the Brickyard Shopping Center Expansion Project; and

WHEREAS, Said Urban Development Action Grant provides funds for the acquisition of approximately twenty-six acres of land within Blighted Commercial Area Fullerton-Grand as well as funds for demolition, clearance and relocation expenses; and

WHEREAS, This body has authorized the acquisition of land within the Fullerton-Grand Project and has approved a Redevelopment Plan; and

WHEREAS, On December 18, 1981 this body ratified a Redevelopment Agreement dated February 10, 1981 and amended thereto March 31, 1981 and authorized the execution of an Interpretive Agreement with Maisel and Associates of Michigan which obligates the City to convey land within the project

(Continued on page 16804)

ALTA LENDERS FORM

SCHEDULE A CONTINUED

171747

Policy Number

EXHIBIT "A"Parcel 1:

That part of Peter Temple's Subdivision of Block 99, and that part of the Subdivision of Block 114 (taken as a tract, including vacated alleys) all in the School Section Addition to Chicago, in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of Lot 3 in the aforesaid Subdivision of Block 114; thence South 0 degrees 00 minutes 23 seconds East (along the East line of Lots 3, 4, 9, 10 and 15 in said Subdivision of Block 114) a distance of 232.32 feet to the point of beginning of the tract herein described: thence South 0 degrees 00 minutes 23 seconds East (along the East line of Lots 15, 16, 21 and 22 in said Subdivision of Block 114) a distance of 133.22 feet to a point on the East line of Lot 22 which is 31.98 feet Northerly of the Southeast corner of said lot; thence South 89 degrees 55 minutes 58 seconds West, a distance of 215.15 feet to a point on the West line of Lot 24 in Peter Temple's Subdivision of Block 99 which is 31.18 feet Northerly of the Southwest corner of said lot; thence North 0 degrees 01 minutes 21 seconds West (along the West line of Lots 24, 19, 18 and 13 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 134.17 feet to a point on the West line of Lot 13 which is 232.32 feet Southerly of the Northwesterly corner of Lot 1 in the aforesaid Peter Temple's Subdivision; thence South 89 degrees 48 minutes 43 seconds East (along a line drawn parallel with the North line of Lot 3 in said Subdivision of Block 114 and also parallel with the North line of Lot 1 in the aforesaid Peter Temple's subdivision of Block 99) a distance of 215.19 feet to the hereinabove described point of beginning, in Cook County, Illinois.

Parcel 2:

That part of Peter Temple's Subdivision of Block 99, that part of the Subdivision of Block 114, that part of George Merrill's Subdivision of Block 100, and that part of T.G. Wright's Subdivision of Block 113 (taken as a Tract, including vacated alleys) all in the School Section Addition to Chicago, in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at a point on the East line of Lot 22 in the subdivision of Block 114 which is 31.98 feet Northerly of the Southeast corner thereof; thence South 0 degrees 00 minutes 23 seconds East 31.98 feet to the Southeast corner of said Lot 22; thence South 89 degrees 51 minutes 16 seconds East, along the North line of Lot 1 in T.G. Wright's Subdivision of Block 113, a distance of 0.14 feet to the Northeast corner of said Lot; thence South 0 degrees 05 minutes 33 seconds West, along the East line of Lots 1 and 6 in the aforesaid T.G. Wright's Subdivision of Block 113, a distance of 94.83 feet; thence South 89 degrees 55 minutes 40 seconds West, a distance of 210.30 feet to a point on the West line of Lot 23 in George Merrill's Subdivision of Block 100 which is 95.63 feet Southerly of the Northwest corner of Lot 24 in said subdivision; thence North 0 degrees 02 minutes 20 seconds West, along the West lines of the aforesaid Lots 23 and 24, a distance of 95.63 feet to the Northwest corner of said Lot 24 in George Merrill's Subdivision of Block 100; thence North 89 degrees 51 minutes 16 seconds West, along the South line of Lot 24 in

ALTA LENDERS FORM

SCHEDULE A CONTINUED

171747

Policy Number

EXHIBIT "A" CONTINUED

Peter Temple's Subdivision of Block 99, a distance of 4.77 feet to the Southwest corner of said Lot; thence North 0 degrees 01 minutes 21 seconds West, along the West line of the aforesaid Lot 24, a distance of 31.18 feet; thence North 89 degrees 55 minutes 58 seconds East, a distance of 215.15 feet to the hereinabove described point of beginning, in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcel 1, aforesaid, as set forth in Paragraph 1B of the Grant of Easements executed by The Penn Central Corporation, et al dated April 3, 1981 and recorded as Document No. 26,017,406 for the purpose of pedestrian ingress and egress on, over and through an enclosed corridor, least 20 feet wide, along the geographic center (plus or minus 5 feet) on a straight line from the North boundary line to the South boundary line of the following described real estate located North of and adjoining the land, said corridor to be in the "CBOE Building" and any improvements constructed on said adjoining land from time to time:

That part of Peter Temple's Subdivision of Block 99, and that part of the Subdivision of Block 114 (taken as a tract, including vacated alleys) all in the School Section Addition to Chicago, in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at the Northeast corner of Lot 3 in the aforesaid Subdivision of Block 114; thence South 0 degrees 00 minutes 23 seconds East (along the East line of Lots 3, 4, 9, 10 and 15 in said Subdivision of Block 114) a distance of 232.32 feet; thence North 89 degrees 48 minutes 43 seconds West (along a line drawn parallel with the North line of Lot 3 in said Subdivision of Block 114 and also parallel with the North line of Lot 1 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 215.19 feet to the West line of Lot 13 in said Peter Temple's Subdivision; thence North 0 degrees 01 minutes 21 seconds West (along the West line of Lots 13, 12, 7, 6 and 1 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 232.32 feet to the Northwest corner of Lot 1; thence South 89 degrees 48 minutes 43 seconds East 215.25 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Permanent Tax Number:	17-16-242-001	Volume:	511
Permanent Tax Number:	17-16-242-002	Volume:	511
Permanent Tax Number:	17-16-242-006	Volume:	511
Permanent Tax Number:	17-16-242-007	Volume:	511
Permanent Tax Number:	17-16-242-003	Volume:	511
Permanent Tax Number:	17-16-242-008	Volume:	511
Permanent Tax Number:	17-16-242-011-6001	Volume:	511
Permanent Tax Number:	17-16-242-011-6002	Volume:	511

Continued from page 16801)

Fullerton-Grand to Maisel and obligates Maisel to redevelop said land with commercial uses as part of the expansion of the existing Brickyard Shopping Center all in accordance with the terms of the Urban Development Action Grant; and

WHEREAS, The City has acquired a major portion of the redevelopment site which it wishes to make available for redevelopment and final site plans and tenant's space requirement are now available; and

WHEREAS, It is necessary to amend the above Redevelopment and Interpretive Agreements in order to stage the redevelopment process; adjust the redevelopment plan to conform to the final site plans; and formulate a new time-table; 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 to attest, an Amendment to the Redevelopment Agreement subject to the approval of the Corporation Counsel; said Amendment being incorporated herein by reference.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest, an Amendment to Interpretive Agreement subject to the approval of the Corporation Counsel; said Amendment being incorporated herein by reference.

SECTION 3. This ordinance shall take effect immediately upon its passage.

**Execution of Redevelopment Agreement Authorized for the
Magenta Corporation Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement necessary for the Magenta Corporation Project in the vicinity of No. 3800 N. Milwaukee Ave.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schultzer, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development, and pursuant to Resolution dated December 7, 1982, has approved a redevelopment project for the use of Magenta Original Investors Partnership, Magenta Corporation, and John S. Song, (hereinafter referred to as "Redevelopers"), which obligates the City of Chicago to assist the redevelopers in the acquisition of a redevelopment project tract, and which obligates the redevelopers to prepare the redevelopment tract for use as a combined manufacturing, laboratory, distribution, and office facility, which is expected to result in the additional employment of approximately twenty-nine (29) persons within thirty-six (36) months of closing; and

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

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality which will obligate the City of Chicago to assist the Redevelopers in the acquisition of a parcel of land consisting of approximately 136,906 square feet located at No. 3800 N. Milwaukee Avenue in the City of Chicago, and legally described as follows:

PARCEL 1:

That part of the North West 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the intersection of a line drawn parallel with and 125 feet North of the North line of George Street (now Waveland Avenue) and the West line of First Street (subsequently known as North 45th Avenue and now known as Kilbourn Avenue) in the said North West 1/4; thence West along the said parallel line 450.11 feet to the East line of the right of way of the Chicago and Northwestern Railroad; thence North along the said East line of the said right of way 648.76 feet to a point on the Southwesterly line of Milwaukee Avenue; thence Southeasterly along the said Southwesterly line of Milwaukee Avenue, 408.72 feet to the aforementioned West line of First Street (now Kilbourn Avenue); thence Southerly along the said West line of First Street (now Kilbourn Avenue), 409.17 feet to the point of beginning together with

PARCEL 1-A:

Easement for the benefit of Parcel 1 as created by deed from Stronghold Screw Products, Incorporated, a Corporation of Illinois, to the National Life and Accident Insurance Company, a Corporation of Tennessee dated March 28, 1952 and recorded March 28, 1952 as document number 15306452 for switch track purposes over a triangular strip of land described as follows: Beginning at a point on the North line of George Street (now Waveland Avenue) and the East line of the right of way of the Chicago and Northwestern Railroad; thence North along said East line of said right of way to a point on a line parallel with and 125 feet North of the said North line of George Street (now Waveland Avenue); thence East along last mentioned parallel line 30 feet; thence Southwesterly 128.47 feet to the point of beginning, in Cook County, Illinois.

And which will obligate the Redevelopers to prepare the redevelopment parcel for use as a combined manufacturing, laboratory, distribution, and office facility, costing approximately Two Million and no/100 Dollars (\$2,000,000.00), exclusive of equipment and machinery. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the following form:

Agreement, made on or as of the _____ day of _____, 1983, between the City of Chicago, by and through the Department of Economic Development of the City of Chicago, ("Department") having its office at No. 20 N. Clark, 28th Floor, Chicago, Illinois and Magenta Original Investors Partnership, Magenta Corporation, an Illinois corporation, and John Song, all of No. 4149 W. Montrose Avenue, Chicago, Illinois (collectively "Redevelopers").

WITNESSETH:

Whereas, the Department was established on the tenth day of February, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, the Department has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development; and

Whereas, the Department, pursuant to the Chicago Plan for Economic Development, has by resolution dated December 7, 1982, approved a Cooperative Redevelopment Agreement with Main Bank of Chicago, No. 1965 N. Milwaukee Avenue, Chicago, Illinois as land trustee under Trust Agreement dated March 21, 1980 and Land Trust No. 80-1435 ("Land Trustee") for the development of a parcel of land consisting of approximately five (5) acres and improvement with a floor area of approximately 97,500 square feet located at No. 3800 North Milwaukee Avenue in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the Department in receipt of a copy of a Real Estate Sale Contract dated November 9, 1982, by and between the Land Trustee as Seller and Song, or his nominee, as Buyer ("Contract"), a copy of which is attached, which grants to Song, or his nominee, the right to purchase the Redevelopment Parcel from the Land Trustee; and

Whereas, it is the intention of the City of Chicago to cooperate in the acquisition of the Redevelopment Parcel and sale to Song, or his nominee, which will require an expenditure by the Department in an amount of approximately \$68,453.00 in acquisition costs; and

Whereas, the City of Chicago and the Land Trustee have executed an Agreement on this date which obligates the Land Trustee to execute any and all documents necessary in order to convey to Song, or his nominee, good and merchantable title to the Redevelopment Parcel described fully in Exhibit I for the sum of \$1,931,547 to be paid by Song plus a sum of \$68,453 to be paid by the City of Chicago through the Department (at a price of \$.50 per square foot based on 136,906 square feet) at closing to the Land Trustee; and

Whereas, the expenditures of the Department is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and the expenditures shall be made in accordance with the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes;

Section I. *Consideration.* The City of Chicago hereby agrees, in consideration of the Redevelopers executing this Redevelopment Agreement and agreeing to be bound by its terms, to pay the sum of \$68,453 to the Land Trustee (at a price of \$.50 per square foot based on 136,906 square feet) to assist the Redevelopers in the acquisition of the Redevelopment parcel for the purpose of redevelopment in accordance with the Redevelopment Plan as hereinafter set forth.

Section II. *Redevelopment Plan.* The Redevelopers shall redevelop the Redevelopment Parcel and its already existing improvements with a combined manufacturing, laboratory and office facility of approximately 97,500 square feet costing approximately \$200,000, exclusive of equipment and machinery. Plans and specifications for the redevelopment construction on the Redevelopment Parcel shall be in conformity with all applicable State and local laws and regulations. The Redevelopment Parcel shall be used in accordance with applicable zoning laws.

Section III. *Conveyance of Property.*

- (a) Conveyance of the Redevelopment Parcel shall be accomplished through Chicago Title Escrow No. 382199 already established by Song and the Land Trustee.
- (b) The Land Trustee shall deliver an Assignment of the Beneficial Interest in the above Land Trust.
- (c) The sale and conveyance shall in any event be closed no later than the 9th day of August, 1983.

Section IV. *Evidence of Financing.* The Redevelopers have submitted evidence to equity capital and commitments necessary for mortgage or other financing in an amount sufficient to accomplish the Redevelopment Plan as provided in Section II hereof, copies of which are attached.

Section V. *Time for Commencement and Completion of Improvements.* The construction of the improvements as described in Section II hereof shall be commenced within six (6) months after the closing and shall be completed within thirty-six (36) months after the closing.

The Redevelopers agree, subject to Section XI hereof, for themselves, their successors and assigns, and every successor in interest to the Redevelopment Parcel, or any part thereof, that they and their successors and assigns, shall promptly begin and diligently complete the redevelopment through the construction of the improvements thereon as described in Section II hereof, and that the construction shall commence and be completed within the periods specified in this Section. It is intended and agreed, that these agreements and covenants shall be binding for the benefit of the community and the City of Chicago and enforceable by the City of Chicago against the Redevelopers and their successors or assigns.

Section VI. *Time of the Essence.* Time is of the essence of this Agreement.

Section VII. *Certificate of Completion.* Promptly after completion of the construction of the improvements in accordance with this Agreement, the City of Chicago will furnish the Redevelopers with an appropriate instrument so certifying. The certification by the City of Chicago shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of the Redevelopers and their successors and assigns to construct the improvements and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the City of Chicago shall refuse or fail to provide the certification, the City of Chicago shall, within thirty (30) days after written request by the Redevelopers provide the Redevelopers with a written statement indicating in adequate detail how the Redevelopers have failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City of Chicago for the Redevelopers to take or perform in order to obtain the certification subject to the provisions of Section XIII hereof.

Section VIII. *Restrictions on Use.* The Redevelopers agree themselves and their successors and assigns, and every successor in interest to the Redevelopment Parcel, or any part thereof, that while they and their successors and assigns respectively shall have an interest in the Redevelopment Parcel, they shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Redevelopment Parcel or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City of Chicago against those parties who from time to time have an interest in the Redevelopment Parcel in accordance with administrative or legal proceedings applicable thereto.

Section IX. *Prohibition Against Transfer of Property.* The Redevelopers will not prior to the completion of the improvements as set forth in Section II, as certified by the City of Chicago, make or create and make or suffer to be made any sale, assignment, conveyance or transfer in any other form with respect to the Redevelopment Parcel, or any part thereof or any interest therein, or contract or agree to do any of the same without the prior written approval of the City of Chicago, except the Redevelopers may mortgage said premises as provided in Section X.

Section X. *Limitation Upon Encumbrance of Property.* Prior to the completion of the Improvements as set forth in Section II, as certified by the City of Chicago, neither the Redevelopers nor any successor in interest to the Redevelopment Parcel shall engage in any financing or any other transaction creating

any mortgage or other encumbrance or lien upon the Redevelopment Parcel, or suffer any encumbrance or lien to be made on or attached to the Redevelopment Parcel, except for the purposes only of obtaining (a) funds to the extent necessary for construction and equipping the improvements as set forth in Section II, (b) such additional funds, if any, in an amount not to exceed the purchase price paid by the Redevelopers for the Property, and (c) funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges, etc. in connection with the purchase of the Redevelopment Parcel and the construction and equipping of such improvements.

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

Section XII. *Enforced Delay in Performance.* Neither the City of Chicago nor the Redevelopers nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Redevelopment Parcel for redevelopment, or the commencement and completion and construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond his control and without his fault or negligence. The time for the performance of the obligations shall be extended for the period of enforced delay, as determined by the City of Chicago, if the party seeking the extension shall request it in writing of the other party.

Section XIII. *Remedies.*

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

B. Prior to Conveyance. In the event that prior to the conveyance of the Parcel, the Redevelopers assign or attempt to assign this Agreement or any rights hereunder or fails to pay the purchase price and take title to the Parcel upon tender of conveyance by the Land Trustee in conformance with the Contract and this Agreement, then this Agreement and rights of the Redevelopers in this Agreement may, at the option of Chicago be terminated by the City of Chicago. In the event that the Land Trustee does not tender conveyance or possession of the Redevelopment Parcel as provided in this Agreement and the Contract, then this Agreement, at the option of the Redevelopers shall be terminated by the City of Chicago.

C. Subsequent to Conveyances. In the event that the Redevelopers shall be in default of or breach this Agreement subsequent to the conveyance under Section III and prior to the completion of improvements under Section II, then the City of Chicago upon written notice within thirty (30) days after discovery of such default or breach shall, unless the Redevelopers shall commence to cure or remedy the default or breach within sixty (60) days after receipt of such notice, have the right, in lieu of any other legal remedies at its option to recover from the Redevelopers an amount equal

to the monies paid by the City of Chicago pursuant to Section 1 hereof, as well as interest in the sum of ten percent (10%), computed from the day of delivery of funds to the Redevelopers made under this Agreement to the day of the return of such funds by the Redevelopers to the City of Chicago.

D. No Waiver of Delay. Except as otherwise set forth herein, any delay by the City of Chicago in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of limit such rights in any way (it being the intent of this provision that the City of Chicago should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City of Chicago with respect to any specific default by the Redevelopers under this Section be considered or treated as a waiver of the rights of the City of Chicago with respect to any other defaults by the Redevelopers under this Section or with respect to the particular default except to the extent specifically waived in writing.

Section XIV. *Conflict of Interest; City's Representatives Not Individually Liable.* No member, official or employee of the City of Chicago shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Redevelopers or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redevelopers or their successors or on any obligations under the terms of this Agreement.

Section XV. *Provisions Not Merged with Deed or Assignment of Beneficial Interest.* No provision of this Agreement is intended to or shall be merged by reason of any deed or assignment of beneficial interest transferring title to the Redevelopment Parcel to the Redevelopers or any successor in interest and any such deed or assignment of beneficial interest shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section XVI. *Equal Employment Opportunity.* The Redevelopers for themselves and their successors and assigns, agree that during the construction of the improvements provided in Section II of this Agreement:

- (a) The Redevelopers will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Redevelopers will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Redevelopers agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- (b) The Redevelopers will, in all solicitations or advertisements for employees placed by or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- (c) The Redevelopers will include the provisions of Paragraphs (a) and (b) in every contract, and will require the inclusion of those provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XVIII. *Employment.* The Redevelopers will use their best efforts to increase their total employment to approximately 104 employees at the project location within thirty-six (36) months of closing.

In Witness Whereof, the City of Chicago has caused this Agreement to be duly executed in its name and behalf by its Department of Economic Development and Song has signed and sealed the same on or as of the _____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

SECTION 2. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago upon the approval of the Corporation Counsel as to form and legality, a Cooperative Redevelopment Agreement which will obligate the City of Chicago to execute with the Redevelopers a Redevelopment Agreement in such form and for such consideration that they may mutually agree to obligate the Redevelopers to prepare the redevelopment parcel for use as a combined manufacturing, laboratory, distribution, and office facility, and which will obligate the City of Chicago to execute the necessary documents with Main Bank of Chicago in order to cause it to convey to the Redevelopers good and merchantable title to the Redevelopment parcel, said Co-operative Redevelopment Agreement being in substantially the following form:

Co-operative Redevelopment Agreement for the Magenta Corporation Redevelopment Project reads as follows:

Agreement, made on or as of the _____ day of _____, 1983, between the City of Chicago, by and through the Department of Economic Development of the City of Chicago, Illinois ("Department") and the Main Bank of Chicago, No. 1965 N. Milwaukee Avenue, Chicago, Illinois, as Land Trustee under Trust Agreement dated March 21, 1980 and Land Trust No. 80-1435 ("Land Trustee").

WITNESSETH:

Whereas, the Department was established on the tenth day of February 1982, by ordinance of the City Council of the City of Chicago; and

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

Whereas, the Department has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the Department, pursuant to the Chicago Plan for Economic Development, has by resolution dated December 7, 1982 approved a co-operative redevelopment project agreement with the Land Trustee for the redevelopment of a parcel of land consisting of approximately five (5) acres and improvements with a floor area of approximately 97,500 square feet located at No. 3800 N. Milwaukee, in the City of Chicago, Illinois and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the Department is in receipt of a copy of Real Estate Sale Contract dated November 9, 1982, by and between the Land Trustee, as Seller and John Song, or his nominee, as Buyer ("Contract"), copy of which is attached hereto as Exhibit II, which grants Song or his nominee (collectively "Song") the right to purchase the Redevelopment Parcel from the Land Trustee; and

Whereas, Song will direct to the Land Trustee to make an assignment of the Beneficial Interest in the Land Trust to Magenta Original Investors Partnership; and

Whereas, it is the intention of the Department to cooperate in the acquisition of the Redevelopment Parcel and sale to Song, or his nominee, which will require an expenditure by the Department in an amount of \$68,453 in acquisition costs (at a price of \$.50 per square foot based on 136,906 square feet); and

Whereas, it is the intention of Song to purchase the Redevelopment Parcel from the Land Trustee for the sum, net of the expenditure by the Department of \$1,931,547; and

Whereas, the expenditure required by the Department is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce and all expenditures shall be pursuant to the terms of the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes.

Now, Therefore, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

1. The Land Trustee agrees to perform the following:

- a. Use its reasonable efforts to have Magenta Original Investors Partnership, Magenta Corporation, an Illinois Corporation, and Song (hereinafter referred to as "Redevelopers"), execute with the City of Chicago a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate the Redevelopers to improve the Redevelopment Parcel and its already existing improvements with a combined manufacturing, laboratory, and office facility of approximately 97,500 square feet at a cost of approximately \$200,000 exclusive of equipment and machinery, which it is anticipated by the Redevelopers will result in an increase in the employment within the ensuing 36 months of approximately 29 persons.
- b. Execute the necessary documents in order to convey to the Redevelopers in accordance with the Contract, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Contract to the Redevelopment Parcel located at No. 3800 N. Milwaukee, in the City of Chicago, as fully described in Exhibit I hereto attached, comprising approximately 5 (five) acres for the sum of \$68,453 to be paid by the City of Chicago through the Department (at a price of \$.50 per square foot based on 136,906 square feet) plus the sum of \$1,931,547 to be paid by the Redevelopers, all of which is to be paid into escrow at closing for the benefit of the current beneficiaries of the above Land Trust No. 80-1435; provided, however, that neither the City of Chicago nor the Redevelopers shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and the beneficiaries of the above Land Trust No. 80-1435 have been paid the total purchase price of \$2,000,000.
- c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and cause them to be deposited in Chicago Title Escrow No. 382199 established by the parties to the Contract for the purpose of accomplishing the conveyance as herein provided.

2. The City of Chicago, by and through the Department, agrees to perform the following:

- a. Execute with the Redevelopers a Redevelopment Agreement in such form and for such consideration they may mutually agree to obligate the Redevelopers to improve the Redevelopment Parcel and its already existing improvements with a combined manufacturing, laboratory and office facility of approximately 97,500 square feet at a cost of approximately \$200,000 exclusive of equipment and machinery, which is anticipated by the Redevelopers to result in an increase in the employment within the ensuing 36 months of approximately 29 persons.
- b. Execute the necessary documents with the Land Trustee in order to cause it to convey to the Redevelopers in accordance with the Contract, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Contract to the Redevelopment Parcel located at No. 3800 N. Milwaukee, in the City of Chicago, as fully described in Exhibit

I hereto attached, comprising approximately five (5) acres, for the sum of \$1,931,547, plus a sum of \$68,453 to be paid by the City of Chicago through the Department (at a price of \$.50 per square foot based on 136,906 square feet), all of which is to be paid into escrow at closing for the benefit of the beneficiaries of the above Land Trust No. 80-1435; provided, however, that neither the City of Chicago nor the Redevelopers shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and the beneficiaries of the above Land Trust No. 80-1435 have been paid the total purchase price of \$2,000,000.

- c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and cause them to be deposited in Chicago Title Escrow No. 382199 established by the parties to the Contract for the purpose of accomplishing the conveyance as herein provided.

3. This Agreement shall not be recorded by either party.

4. The aforesaid agreements between the City of Chicago and the Land Trustees are made upon the following express condition, and in the event this contingency contained in this section is not satisfied as of the closing date, this Agreement shall become, at the option of either party upon written notice, null and void:

- a. A Redevelopment Agreement shall have been executed by and between the City of Chicago and the Redevelopers in such form as they may agree which will obligate the Redevelopers to improve the Redevelopment Parcel and its already existing improvements with a combined manufacturing, laboratory, and office facility of approximately 97,500 square feet, costing approximately \$200,000 exclusive of equipment and machinery, which is anticipated by the Redevelopers to result in an increase in the employment of approximately 29 persons within 36 months of closing.

5. It is hereby agreed between the parties that upon due performance by Land Trustee of its obligations set forth in paragraph 1 above, the Land Trustee shall have no further obligation to the City of Chicago with respect to the transaction contemplated by this Agreement.

In Witness Whereof, the City of Chicago by and through the Department, has caused this Agreement to be duly executed, and Land Trustee has signed and sealed the same on or as of the _____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

[Exhibits "I", "II", "A", and "C" are printed on pages 16813 through 16824 of this Journal.]

SECTION 3. This ordinance shall become effective upon the passage thereof.

Issuance of Industrial Revenue Bond Authorized for the M.O.I. Realty Project, Series A

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the issuance of an Industrial Revenue Bond for the M.O.I. Realty Project, Series A, in the amount of \$800,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuller, Volini, Orr, Stone--41.

Nays--None.

(Continued on page 16825)

EXHIBIT "I"

PARCEL 1:

That part of the North West 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at the intersection of a line drawn parallel with and 125 feet North of the North line of George Street (now Waveland Avenue) and the West Line of First Street (subsequently known as North 45th Avenue and now known as Kilbourn Avenue) in the said North West 1/4; thence West along the said parallel line 450.11 feet to the East line of the right of way of the Chicago and Northwestern Railroad; thence North along the said East line of the said right of way 648.76 feet to a point on the southwesterly line of Milwaukee Avenue; thence Southeasterly along the said Southwesterly line of Milwaukee Avenue, 408.72 feet to the aforementioned West line of First Street (now Kilbourn Avenue), Thence southerly along the said West line of First Street (now Kilbourn Avenue), 409.17 feet to the point of beginning together with

PARCEL 1-A:

Easement for the benefit of parcel 1 as created by deed from Stronghold Screw Products, Incorporated, a Corporation of Illinois, to the National Life and Accident Insurance Company, a Corporation of Tennessee dated March 28, 1952 and recorded March 28, 1952 as document number 15306452 for switch track purposes over a triangular strip of land described as follows: beginning at a point on the North line of George Street (now Waveland Avenue) and the East line of the right of way of the Chicago and Northwestern Railroad; thence North along said East line of said right of way to a point on a line parallel with and 125 feet North of the said North line of George Street (now Waveland Avenue); thence East along last mentioned parallel line 30 feet; thence Southwesterly 128.47 feet to the point of beginning, in Cook County, Illinois.

"EXHIBIT II"

Real Estate Sale Contract



JOHN S. SONG, or his nominee (Purchaser)
 agrees to purchase at a price of \$ 2,000,000.00 on the terms set forth herein, the following described real estate
 in Cook County, Illinois: Described in the attached Exhibit A,
 improved with a one story building, the lot and improvements referred to as "the premises",
 and

commonly known as 3800 N. Milwaukee, Chicago, Illinois 60641 and with approximate dimensions of
land area of 5 acres and approximate
floor area of 97,500 sq. ft. No personal property will be included in this transaction.

Main Bank of Chicago, as Land Trustee under Trust Agreement dated March 21, 1980 and Land Trust
 2 / No. 80-1435; hereinafter referred to as "Land Trust" and "Land Trust Agreement" (Seller)
 agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to
 Purchaser or nominee title thereto by a ~~conveyable, stamped, trust deed, with release of homestead rights, in any and all proper bill of sale~~
~~subject only to the conditions and restrictions of record for private, public and utility easements and roads and highways, and any~~
~~wall rights and agreements, if any; (d) existing leases and tenancies (as listed in Schedule A attached hereto); (e) special taxes or assessments for improvements~~
~~not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or~~
~~trust deed or other lien or encumbrance on the property as of the date of this contract; and (h) any other liens or encumbrances on the property as of the date of this contract.~~
 additional improvements during the year 1982 and an assignment of beneficial interest by the
 beneficiaries of said Land Trust.

3. Purchaser has paid \$ 100,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of
 the purchase price, plus or minus prorations, at the time of closing as follows: ~~(same language and subparagraphs not applicable)~~

(a) The payment of \$ 1,900,000.00 See paragraph 19

~~(b) The payment of \$ _____ and the balance payable as follows: _____~~

to be evidenced by the note of the purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a
 part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of
 this attachment, the forms prepared by _____ and identified as Nos. _____ and
 by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform
 Commercial Code in order to make the lien created thereunder effective, and an assignment of rents, said security agreement and assignment of
 rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy
 insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in
 the forms used by the Chicago Title and Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the
 Purchaser [does] [does not] agree to assume) aggregating \$ _____ bearing interest at the rate of _____ % a year and the
 payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the
 purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having
 been made, in compliance with the Illinois Land Survey Standards. See paragraph 29

5. The time of closing shall be on the closing date, or on the date, if any, to which such time is extended by reason of paragraph 2 of the
 Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of
Chicago Title & Trust Co., or of the mortgage lender, if any, provided title is shown to be good or is accepted by the purchaser.

Purchaser
 Seller agrees to pay a broker's commission to Midwest Realty Exchange Corporation
 in the amount set forth in the broker's listing contract or as follows: pursuant to agreement of parties. See paragraph 48

7. The earnest money shall be held by Chicago Title & Trust Co., as Escrowee, as a Purchaser's deposit.
 for the mutual benefit of the parties. See paragraph 20

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other
 governmental authority of ~~any~~ pollution or building fire or health code violations in respect to the real estate that have not been heretofore corrected. See
 also paragraph 24

9. A duplicate original of this contract, duly executed by the Seller and its spouse, if any, shall be delivered to the Purchaser above Escrow Agent within five days
of the date of this offer

10. If, at the Purchaser's option, this contract shall become null and void, and the earnest money shall be returned to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this
 contract.

Dated November 9, 1982

Purchaser John S. Song

Purchaser _____

Seller MAIN BANK OF CHICAGO, as Trustee,
not personally

Seller By: [Signature]
Trust Officer

All representations and undertakings of MAIN BANK OF CHICAGO
 as trustee as a result and not individually and no liability is as-
 sumed by the MAIN BANK OF CHICAGO as a result of the signing of this instrument.
4149 West Montrose Avenue
Chicago, Illinois 60641

(Address) 1965 N. Milwaukee Avenue

(Address) Chicago, Illinois 60647

CONDITIONS AND...

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10 x Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 3 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy; (b) the title exceptions set forth above; and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the ~~closing~~ ^{closing} (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance, in the manner specified in paragraph ~~4~~ ¹¹ below. See paragraph 49

11 x If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects; and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties. See paragraphs 29 and 49

12 x Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, ~~secured interest on mortgage, and other items~~ and other similar items shall be adjusted ratably as of the time of closing. ~~If the amount of the current general taxes exceeds the amount of the previous general taxes, the amount of the current general taxes shall be adjusted to the amount of the previous general taxes.~~ The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: Whichever party shall be responsible for such improvements shall pay the portion of taxes which accrue by reason thereof. See also paragraph 32 for proration of general taxes.

All proration are final unless provided otherwise herein. ~~These taxes and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the seller or the seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the Purchaser.~~

13 x The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5- If this contract is terminated without Purchase of title, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

See paragraphs 26 and 27

4 x As the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. ~~(Same paragraph is inapplicable.)~~

5 x Time is of the essence of this contract.

6 x Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.

as provided in paragraph 34

7 x All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

A Rider consisting of 7 pages containing paragraphs 19 to 50 inclusive, and 3 exhibits identified by the parties, is hereto attached and made a part of this contract.

19. (a) Promptly upon the execution and deposit into escrow of this contract by the parties hereto, the Purchaser agrees to file an application with the Department of Economic Development of the City of Chicago ("Department") for the issuance of industrial development bonds ("Bond") in an amount of at least \$1,800,000.00 to enable Purchaser to finance the purchase of the premises.
- (b) Purchaser's obligations to purchase hereunder are subject to the following:
- (i) Adoption by the City Council of the City of Chicago of a conditional approval ordinance for the Bond, in form acceptable to Purchaser's bond counsel.
 - (ii) Issuance of a commitment from Purchaser's lenders in form acceptable to Purchaser to purchase the Bond.
 - (iii) Seller's satisfaction with documents, conditions and acceptance of the representations and warranties referred to in paragraphs 21, 23, 24, 25*, 28, 29, 45, 49(a)*.

Within 120 days of the date of this contract, if Seller has not received written notice from Purchaser confirming satisfaction of the above conditions, this contract shall become null and void pursuant to paragraph 27 hereof.

20. (a) The escrow provided for in paragraph 14 hereof shall be opened within a reasonable period of time after the date of execution of this contract and at such opening the earnest money (in the form of a check payable to the order of the Chicago Title and Trust Company) shall be deposited therein as a Purchaser's deposit. At or prior to closing, the Seller shall deposit all documents required from Seller by this contract and the escrow agreement and the Purchaser shall deposit the cash balance of the purchase price due hereunder, plus or minus prorations.
- (b) This contract shall not be merged into the escrow agreement, but the latter shall be deemed auxiliary to this contract, and as between the parties hereto, upon failure of the escrow or otherwise, the provisions of this contract shall be controlling. The attorneys for the parties are hereby authorized to execute said escrow agreement, and any amendments thereto.
- (c) At Purchaser's option, all monies deposited in the escrow from time to time may be used for the purchase of 90 day (or less) U.S. Bearer Treasury Notes of the type directed by Purchaser (provided that each such note is fully negotiable and convertible into cash through the regular bond market), and any interest payable on any such note, or any appreciation in value thereof shall be credited to the account of Purchaser. Any reference herein to such monies shall be equally applicable to any such note. Any such note so purchased shall be held by the escrowee. At the time of closing, if the aggregate convertible value of such notes is less than the amount required to be paid by the Purchaser hereunder, then the Purchaser agrees to deposit in escrow the difference thereon.

* These conditions shall also be true as of closing.

21. Prior to execution of this contract, Seller has delivered to Purchaser copies of blueprints of the industrial building on the premises, including detailed dimensions of plumbing, heating, electrical and air conditioning systems, as prepared, and certified as having been prepared by the architects or engineers who designed the building, and any additions or improvements thereto.
22. With the execution of this contract, Seller has delivered to Purchaser a certified copy of the Land Trust Agreement and the Deed in Trust for the Land Trust holding title to the premises.
23. Purchaser shall have the right to inspect the premises, at its sole expense and at reasonable times, to establish to its satisfaction that the water, sewer, plumbing, heating and electrical systems and all elevators in the building on the premises are in working order and condition to pass safety examinations under applicable laws and ordinances and that the roof is free from leaks.
24. Seller represents and warrants that:
 - (a) The improvements are located entirely within the lot lines of said real estate and there are no encroachments or easements on or affecting said premises other than set forth on the plat of survey.
 - (b) The plat of survey to be furnished Purchaser pursuant to paragraph 4 hereof shall be true and correct.
 - (c) The industrial building located on the premises, and all improvements therein including water, sewer, plumbing, heating and electrical systems have been constructed in accordance with blueprints, copies of which are to be furnished Purchaser pursuant to paragraph 21 hereof.
 - (d) The 1981 real estate taxes did not exceed \$ 116,000.00.
 - (e) Except for the leases described in paragraph 31 there are no existing contracts in connection with the premises which cannot be cancelled by Purchaser as of the closing date, or at any time thereafter, without cost of any kind to the Purchaser.
 - (f) The premises is zoned M1-1 under the Chicago Zoning Ordinance, as amended, now in effect.
25. Purchaser's obligation to purchase said premises and to pay the purchase price therefor is also subject, without limitation, to the following conditions precedent:
 - (a) There shall be no action or proceeding pending against Seller which would interfere with the ability of Seller to execute this contract and to carry out their obligations hereunder.
 - (b) All streets, roads or avenues abutting said premises shall be legally opened and dedicated.

(c) There shall be no prohibitions of any kind or character, whether in zoning ordinances, covenants and restrictions of record, in laws, ordinances or regulations of any governmental authority having jurisdiction of said premises, or otherwise, which would prevent the use and occupancy of said premises for the purpose intended by Purchaser.

(d) Seller shall have duly and fully complied with all of Seller's other obligations and agreements under this contract.

(e) As of the closing, there will be no claims or actions pending which can result in liens; that within four months preceding the time of the closing, no improvements or repairs shall have been made in or to the premises, nor any work done thereon which shall have not been fully paid for, nor shall any materials be furnished or delivered to the said premises which shall have not been fully paid for; and that no contract shall have been made or entered into nor anything done, suffered or permitted in relation to said premises in consequence of which any lien or claim be made against said premises under the Illinois Mechanic's Lien Act; provided, that nothing contained in this paragraph shall be construed to relate to any act, improvement or contract made or suffered by Purchaser.

26. If any one or more of the foregoing conditions precedent set forth in paragraphs 24, 25, 28, 49(a) shall not be in effect or complied with on the closing date, Seller shall have thirty (30) days to cure any unsatisfied conditions and if not so cured, Purchaser may elect to either (a) terminate this contract; or (b) waive compliance of any one or more of the foregoing conditions precedent, and proceed to consummate the purchase.
27. If Purchaser shall elect to terminate this contract pursuant to its provision, then the escrow agent shall immediately refund to Purchaser all monies paid by or on behalf of Purchaser and deposited in said escrow in addition to any interest on said earnest money and thereupon the escrow and this contract shall cease and terminate without further liabilities or obligations on the part of either party hereto. The parties shall split the cost of the escrow.
28. Purchaser shall have received copies of all such instruments and documents as Purchaser's attorney shall reasonably require from the Seller so as to assure that Seller has carried out and complied with all of its obligations.
29. The plat of survey required pursuant to paragraph 4 hereof which shall have been delivered to Purchaser shall not disclose any: (i) rights-of-way or easements on or affecting said premises other than those acceptable to Purchaser; (ii) encroachments or projections on said premises by buildings or other improvements on adjoining property; (iii) encroachments on or projections over property adjoining said premises by buildings on or other improvements included in said premises; or (iv) violations of building restriction lines, applicable use or other restrictions contained in prior conveyances or in any zoning ordinances or regulations affecting said premises.

30. (a) The closing shall take place on the date that (i) the Chicago Title Insurance Company shall then be prepared to issue in the name of the Purchaser the Owner's Title Insurance Policy required by paragraph 10 of this contract subject only to the exceptions agreed to by Purchaser, and (ii) the Bond described in subparagraph 19(a) shall have been issued, sold and delivered by the City of Chicago, and funds from said sale along with any balance of the purchase price plus or minus prorations shall have been deposited in escrow; provided the Seller shall have a minimum of ninety (90) days from the date of Purchaser's notice required by paragraph 19 to relocate the offices and operations of American Fluorescent Corporation ("AFC") and vacate the premises. Unless Seller consents, the closing shall not take place until after said ninety (90) day period. Seller's right to relocate and vacate shall continue up to the closing date.
- (b) If on the closing date, AFC has not vacated the premises, Seller shall pay Purchaser for each month AFC remains in occupancy of the premises an amount not to exceed \$16,000.00 plus all monthly operating expenses, including not but limited to utility costs and real estate taxes for the premises not paid by Singer Safety Company. For any period less than a full month, Seller shall pay an appropriate pro rata share of said monthly payment. If prior to closing, and after said ninety (90) day period, AFC must make rental payments under the terms of its new lease, Purchaser shall reimburse Seller for said expenses. For any period less than a full month, Purchaser shall pay only the appropriate pro rata share of the monthly payment.
- (c) If the closing does not occur on or before 270 days from the date of this contract, solely because the Bond proceeds have not been deposited in escrow by Purchaser, Seller shall have the option of (i) extending the closing for 1 or 2 additional thirty (30) day periods or (ii) terminating this contract and being reimbursed by Purchaser for any loss relating to the new lease for AFC and its relocation. Said reimbursement shall be paid to Seller from Purchaser's deposit of \$100,000 in escrow and the balance plus any interest earned on said escrow deposit shall be returned to Purchaser. If Seller elects to terminate, this escrow and this contract shall cease and terminate without further liabilities or obligations on the part of either party hereto. The parties shall split the cost of the escrow.
- (d) Purchaser's counsel shall have the right to approve terms in any new lease to be executed by AFC which may form the basis of any payments by Purchaser to Seller under subparagraphs (b) or (c) of this paragraph 30.
31. The parties hereto acknowledge the existence of two leases, one between Main Bank of Chicago, Land Trustee under Trust No. 80-1435, as lessor and American Fluorescent Corporation, as lessee dated November 1, 1976, and one between American Fluorescent Corporation, as sublessor and Singer Safety Company, as lessee dated May, 1981. Copies of the two leases are attached as Exhibit C. This sublease affects a 20,000 sq. ft. portion of the premises and terminates May 31, 1986. Buyer agrees to purchase the premises subject to this sublease and Seller agrees to obtain and deliver at closing to Buyer an assignment of the sublessor's interest in said sublease.
32. The prorating of real estate taxes shall tentatively be on the basis of 110% of the most recent real estate tax bill and shall, at the request of either party, be adjusted and revised on the basis of the taxes when ascertainable, and any amount due by reason thereof whether due by Purchaser or Seller shall be paid promptly on demand. Purchaser acknowledges that the 1981 taxes are subject to a pending appeal and any re-proration will equitably take into account any reduction in said taxes.

33. Seller shall have the right to use the proceeds of the purchase price to pay the balance due on the existing real estate mortgage, if any, now covering said real estate, as well as any unpaid real estate taxes or other liens, charges or encumbrances of a definite amount; provided, however, that at the time of such payment the Chicago Title Insurance Company is then prepared to issue its title insurance policy showing good title to said real estate in the name of the Purchaser in accordance with the terms contained in this contract.
34. All other notices and other communications require or permitted to be given hereunder shall be in writing and may be mailed by certified or registered mail, postage prepaid, addressed as follows:
- If to Seller: Jerry L. Solomon
No. 800 Prairie Road
Glencoe, Illinois 60022
- Copy to: Alvin I. Weinstein
No. 3223 N. Frontage Road
Suite 2305
Arlington Heights, Illinois 60004
- If to Purchaser: John Song
No. 4149 West Montrose Avenue
Chicago, Illinois 60641
- Copy to: Burditt and Calkins
No. 135 S. LaSalle Street
Suite 830
Chicago, Illinois 60603
Attention: Brent L. Amato
- or to such other address as may be furnished in writing. Any notice by certified or registered mail shall be deemed to have been given on the date of mailing thereof.
35. Seller will deliver at closing to Purchaser a list of all permits and licenses heretofore issued to Seller in connection with said premises and any use now being made thereof and a general assignment of all such permits or licenses.
36. Purchaser shall have the right to assign this contract to any person, firm, partnership, corporation or Trustee that the Purchaser may choose, and in the event of such assignment the assignee shall have all the rights of the Purchaser hereunder.
37. (a) The real estate referred to in paragraph 1 and described in Schedule A shall include, but not be limited to all buildings, fence structures and improvements located or erected on said real estate as of this date; and Seller agrees to cause good title thereto to be conveyed free and clear of all liens, charges and encumbrances except such matters as this sale is subject to by the terms hereof.
- (b) Seller shall also cause to be conveyed by quitclaim deed to Purchaser without any additional compensation therefor all right, title and interest, if any, of Seller in and to all public or private streets, roads, avenues, alleys or passageways, opened or proposed, in front of or abutting the said real estate.
38. All obligations of Seller identified by Purchaser which by their nature involve performance, in any particular, after the closing date, or which cannot be ascertained to have been fully performed until after the closing date, shall survive the closing date.
39. This contract contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated herein.

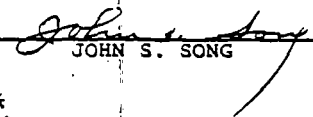
40. This contract shall inure to the benefit of and bind the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
41. This contract shall be governed by the laws of the State of Illinois. If any provision of this contract is illegal, the remainder of the contract shall not be affected thereby. The contract shall not be cancelled upon the closing but shall survive the delivery of the deed hereunder.
42. Each exhibit referred to herein is expressly made a part hereof and is by reference incorporated herein.
43. Each of the representations and warranties made in this contract by any of the parties hereto shall be deemed to have been made as of the closing date.
44. In case of any inconsistency or conflict between the provisions of this rider and the provisions of the printed portion of this contract, the provisions of this rider shall govern and be controlling.
45. Seller shall deliver a copy of the insurance policy covering the premises. In the event of damage to or destruction of any improvement on said real estate by fire or other casualty prior to closing, Purchaser will be entitled to receive all insurance proceeds due or payable to Seller, provided Seller receives the purchase price from Buyer.
46. Purchaser shall make such applications and enter into such agreements as may be required by the City to induce the City to execute and deliver a "land write-down assistance grant" (the "grant"), but the grant shall not be a condition to either party's performance hereunder. Seller shall cooperate with and assist Purchaser with such actions and execute all documents necessary for said applications and agreements. Purchaser and any assignee of Purchaser shall hold Seller harmless for all costs and liabilities relating to the grant.
47. Prior to closing but subsequent to the adoption of a conditional approval ordinance for the Bond by the City Council of the City of Chicago, and subject to the consent of Seller, Purchaser contemplates performing certain improvements to the premises, as set forth on Exhibit C attached hereto and made a part hereof. Any such improvements consented to by Seller shall not unreasonably interfere with the operation of the business of American Fluorescent Corporation.
48. Purchaser and Seller represent and warrant that no real estate brokers were involved in this transaction other than Midwest Realty Exchange Corporation.
49. (a) Seller shall deliver to Purchaser a title commitment covering title to the premises and Purchaser shall then have thirty (30) days from receipt thereof to identify for Seller any "unpermitted exceptions". At closing, Seller shall deliver a later date of said commitment not subject to any unpermitted or additional exceptions and an affidavit of title covering any period between the later date commitment and the date of closing.

(b) In lieu of providing extended coverage title insurance, Seller hereby agrees to hold harmless and indemnify Purchaser from all loss, liability, and expense (including reasonable attorney's fees) arising from any (i) unrecorded easements, (ii) unrecorded mechanic lien claims, or (iii) oral or written leases other than as set forth in paragraph 31, which affect the premises.

50. All representations and warranties shall be deemed to be made by Jerry L. Solomon, Elaine Solomon and Gertrude Rusnak, the primary beneficiaries under the Land Trust, rather than the Seller, and all of the beneficiaries shall sign (i) letters of direction authorizing execution of this contract and (ii) the assignment of the beneficial interest for the Land Trust.

Dated: November 9, 1982.

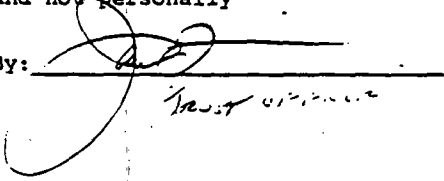
PURCHASER:


JOHN S. SONG

All representations and undertakings of MAIN BANK OF CHICAGO as trustee shall be made and no liability is assumed by the bank as a result of the signing of this instrument.

SELLER:

MAIN BANK OF CHICAGO, as Trustee
and not personally

By: 

PARCEL 1:

That part of the North West 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: beginning at the intersection of a line drawn parallel with and 125 feet North of the North line of George Street (now Waveland Avenue) and the West Line of First Street (subsequently known as North 45th Avenue and now known as Kilbourn Avenue) in the said North West 1/4; thence West along the said parallel line 450.11 feet to the East line of the right of way of the Chicago and Northwestern Railroad; thence North along the said East line of the said right of way 648.76 feet to a point on the southwesterly line of Milwaukee Avenue; thence Southeasterly along the said Southwesterly line of Milwaukee Avenue, 408.72 feet to the aforementioned West line of First Street (now Kilbourn Avenue); Thence southerly along the said West line of First Street (now Kilbourn Avenue), 409.17 feet to the point of beginning together with.

PARCEL 1-A:

Easement for the benefit of parcel 1 as created by deed from Stronghold Screw Products, Incorporated, a Corporation of Illinois, to the National Life and Accident Insurance Company, a Corporation of Tennessee dated March 28, 1952 and recorded March 28, 1952 as document number 15306452 for switch track purposes over a triangular strip of land described as follows: beginning at a point on the North line of George Street (now waveland avenue) and the East line of the right of way of the Chicago and Northwestern Railroad; thence North along said East line of said right of way to a point on a line parallel with and 125 feet North of the said North line of George Street (now waveland Avenue); thence East along last mentioned parallel line 30 feet; thence Southwesterly 128.47 feet to the point of beginning, in Cook County, Illinois

EXHIBIT "A"

RECEIVED COPY

[Signature]
10/26/82

EXHIBIT C

IMPROVEMENTS BY PURCHASER

1. Construction of two loading docks on the Northwest corner of the building on the premises.
2. Construction of washrooms in the building on the premises.
3. Installation of molding room partitions in the building on the premises.
4. Remodeling of offices in the building.

(Continued from page 16812)

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, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the City of Chicago, Illinois; and

WHEREAS, As a result of negotiations among the Issuer, Main Bank of Chicago, not individually, but as Trustee under Trust No. 80-1435, dated March 21, 1980 (the "Owner") and M.O.I. Realty, an Illinois limited partnership, which, upon the acquisition of the hereinafter described Project, will be the sole beneficiary of Trust No. 80-1435 (the "Company"), contracts have been entered into by the Owner and the Company for the acquisition of certain land and an existing building thereon within the corporate limits of the Issuer, for use by one or more lessees of the Owner as a manufacturing facility constituting an "industrial development project" within the meaning of the Enabling Ordinance (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement No. 1 (hereinafter the "Agreement") with the Owner and the Company pursuant to which the Issuer shall lend the Owner and the Company a sum sufficient, together with other moneys of the Owner and the Company, to accomplish such acquisition, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition of the Project as evidenced by such revenue bond; and

WHEREAS, It is estimated that the cost of the acquisition of the Project, will not be less than \$800,000; 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 bond hereinafter authorized and designated "Industrial Development Revenue Bond (M.O.I. Realty Project) Series A" upon a negotiated basis to River Forest State Bank and Trust Company, River Forest, Illinois; 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 bond 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 No. 1 dated as of April 1, 1983, by and between the Issuer and the Owner (joined by the Company), as from time to time supplemented and amended.

"Assignment" means the Assignment and Security Agreement No. 1 dated as of April 1, 1983, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Authorized Company Representative" means the person or persons who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Authorized Owner Representative" means the person or persons who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Bank" means River Forest State Bank and Trust Company, River Forest, Illinois, a banking corporation duly organized and validly existing under the laws of the State of Illinois, and its successors and assigns.

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

"Bond Fund" means the City of Chicago, Cook County, Illinois, Bond Fund (M.O.I. Realty Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of the date of the adoption of this Ordinance, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Code" means the Internal Revenue Code of 1954, as amended.

"Company" means M.O.I. Realty, a limited partnership duly organized and validly existing under the laws of the State of Illinois, and its successors and assigns and any surviving, resulting or transferee corporation as provided in Section 5.2 of the Agreement.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Depository" means the Bank, acting in its capacity as depository of certain funds as provided in this Ordinance.

"Determination of Taxability" means any opinion of nationally recognized municipal bond counsel satisfactory to the Bank or any determination, decision or decree made by the Commissioner or any District Director of Internal Revenue, or by any court of competent jurisdiction, that the interest on the Bond is, or with respect to any change in Federal tax laws after the date of issuance of the Bond, will be, includible in the gross income, for Federal income tax purposes, of the holder of such bond (other than a substantial user or related person as such are defined in the Code) by virtue of the occurrence of an Event of Taxability, if and so long as such determination, decision or decree is not being appealed or otherwise contested in good faith by the Owner or the Company; provided that any such opinion of nationally recognized municipal bond counsel that interest on the Bond is or will be includible in the gross income, for Federal income tax purposes, of the holder of such Bond (other than a substantial user or a related person as such are defined in the Code) by virtue of a change in Federal tax laws after the date of issuance of the Bond, shall be set forth the Taxable Date.

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

The term "Event of Default" means those events specified in and defined in Section 11 hereof.

"Event of Taxability" means the occurrence of any event or circumstances (under which the Determination of Taxability shall have been found to have occurred) including the circumstances described in Section 103(b) (6) (D) of the Code or any change in law, with result that the interest payable on the Bond is, or with respect to any change in Federal tax laws after the date of issuance of the Bond, will be, includible in the gross income of the holder of such Bond (other than a substantial user or related person as such are defined in the Code).

"Guarantor" means Magenta Corporation, a corporation organized and existing under the laws of the State of Illinois, and its successors and assigns.

"Guaranty Agreement" means the Guaranty Agreement between the Guarantor and the Bank, dated as of April 1, 1983, as supplemented and amended.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

"Inclusion Period" means the period beginning on the Taxable Date and ending on the earlier of the date of redemption in whole or the date of payment at maturity of the Bond.

"Issuer" means the City of Chicago, Cook County, Illinois, and its successors and assigns.

"Mortgage" means the Mortgage dated as of the date of the issuance and delivery of the Bond by and between the Owner (joined by the Company) and the Bank, as supplemented and amended.

"Note" means the Promissory Note provided for in Section 4.2(a) of the Agreement whereby the Owner and the Company promise to make installment payments on the Note to the Bank for the account of the Issuer in satisfaction of the debt of the Owner and the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Owner" means (i) Main Bank of Chicago, not individually, but as Trustee under Trust Number 80-1435, dated March 21, 1980, and its successors and assigns, (ii) any surviving, resulting or transferee land trustee as provided in Section 5.2 of the Agreement, and (iii) the Company, to the extent provided in Section 9.10 of the Agreement.

"Prime Rate" means the fluctuating rate of interest established from time to time by the Bank and identified by it as its prime rate.

"Project" means the facilities to be acquired with the moneys received by the Owner and the Company from the Issuer under the Agreement.

"Rent Assignment" means the Collateral Assignment of Rents and Leases dated as of the date of the issuance and delivery of the Bond, by and between the Owner, joined by the Company, and the Bank, as from time to time supplemented and amended.

"Subleasee" means Singer Safety Company, a corporation organized and existing under the laws of the State of Illinois, and its successors and assigns.

"Taxable Date" shall have the meaning set forth in the Agreement.

"Trust No. 80-1435" means Trust No. 80-1435 of the Owner, established under a trust instrument dated March 21, 1980.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the Issuer and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition of the Project is not less than \$800,000, which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the owner and the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Owner, the Company, the Guarantor and the Sublessee as hereinafter provided are necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bond, the assignment and pledge to the Bank of all right, title and interest of the Issuer in and to the Agreement and the Note (except with respect to certain rights of the Issuer for indemnification and payment of certain expenses by the Owner and the Company) are necessary and proper.

Authorization and Payment of Bond

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond (M.O.I. Realty Project) Series A, in the principal amount of \$800,000, dated the date of its delivery, lettered R and numbered 1, payable to the order of River Forest State Bank and Trust Company, or its assigns, and maturing in 180 consecutive monthly principal installments, due the first day of each month, commencing July 1, 1983, such installments being \$3,500.00 each for the first 60 installments, followed by 60 monthly principal installments of \$4,500.00 each, followed by 59 monthly principal installments of \$5,333.33 each, and a final principal installment of \$5,333.53 due June 1, 1998; and shall bear interest (computed on the basis of a year of 360 days consisting of twelve, thirty day months based upon the number of days actually elapsed) from its date on the principal amount from time to time remaining unpaid on the Bond, at a rate per annum equal to 75.0% of the Prime Rate, initially determined on the date of delivery of the Bond and thereafter adjusted on the first day of each month, payable in arrears on the first day of each month, commencing the first day of the month after the date of delivery of the Bond; provided, however, that if at any time during the term of the Bond the now existing Federal Corporate Income Tax Rate of 46% on income in excess of \$100,000 (hereinafter referred to as the "Tax Rate") as set forth in the Code, is increased or decreased, then the Bond shall bear interest at a rate, computed effective with the change in the Tax Rate, based upon the following formula: 140% of the Prime Rate times a factor of (1 minus the Tax Rate), payable on the first day of each month and adjusted as hereinabove set forth. Interest shall accrue on overdue payments as provided in the form of the Bond.

Upon the receipt by the Bank of 90 days' prior written notice given by the Owner and the Company on behalf of the Issuer, the principal installments of the Bond are subject to prepayment, on June 1, 1988 and on the first day of each June thereafter, in whole or in part, and if in part, in integral multiples of \$10,000, and in inverse order of maturity at a prepayment price of par plus accrued interest to the prepayment date without premium.

Upon the receipt by the Bank of 60 days' prior written notice given by the Owner and the Company on behalf of the Issuer, the principal installments of the Bond are also subject to prepayment, at any time in whole, but not in part, at a prepayment price of par plus accrued interest to the prepayment date without premium, upon the occurrence of certain events set forth in Section 7.1(b) of the Agreement, relating to damage or destruction or condemnation of the project.

The principal installments of the Bond are also subject to prepayment, in whole, but not in part, on the earliest possible interest payment date following the occurrence of the Determination of Taxability. The prepayment price of the Bond in such event shall be the sum of the following:

- (i) 100% of the principal amount of the Bond then outstanding, plus accrued interest to the prepayment date; plus
- (ii) a premium equal to the positive difference between the interest actually payable on the Bond during the Inclusion Period and the interest on such Bond during the Inclusion Period if such Bond had borne interest at a rate equal to the sum of the Prime Rate plus 2% per annum during such period.

The Bank shall have the right to have the Bond prepaid in whole, but not in part, at a prepayment price of par plus accrued interest to the prepayment date without premium, upon the death of John S. Song. In order to exercise such option, the Bank, within 60 days following the event giving rise to such option, shall give 90 days' prior written notice to the Owner and the Guarantor specifying the applicable prepayment date. Delivery of such notice to the Owner and the Guarantor shall be irrevocable and binding upon the Bank. On or prior to the prepayment date, the Owner and the Guarantor are to pay into the Bond Fund for the account of the Issuer an amount of money sufficient to effect the redemption of the Bond.

Subject to the provisions of the next succeeding paragraph, the Bank shall have the right to have the Bond prepaid in whole on June 1, 1988 and on the first day of each June thereafter, at a prepayment price of par plus accrued interest to the prepayment date without premium. In order to exercise such option, the Bank shall give 90 days' prior written notice to the Owner and the Company specifying the applicable prepayment date. Delivery of such notice to the Owner and the Company shall be irrevocable and binding upon the Bank. Subject to the provisions of the next succeeding paragraph, on or prior to the prepayment date, the Owner and the Company are to pay into the Bond Fund for the account of the Issuer an amount of money sufficient to effect the redemption of the Bond.

The Company or its designee (named by the Company in written notices delivered to the Bank from time to time) is granted the right under the Agreement, in lieu of making prepayments under the Agreement for payment into the Bond Fund to provide for the redemption of the Bond in accordance with the preceding paragraph, to elect instead to purchase the Bond from the Bank on the applicable prepayment date (the "Purchase Date"), at a price equal to 100% of the principal amount thereof plus accrued interest to the Purchase Date (the "Purchase Price"). The Bank agrees to sell the Bond to the Company or its designee on the applicable Purchase Date at the Purchase Price in lieu of redemption.

The Company or its designee shall exercise the right to purchase the Bond on the Purchase Date by (i) giving written notice to the Bank and the Depository at least 30 days prior to the Purchase Date of its intention to purchase the Bond on the Purchase Date in lieu of redemption and (ii) depositing or causing to be deposited in a separate escrow account with the Bank on or prior to the Purchase Date, an amount of money together with other moneys then available for such purpose, sufficient to effect the purchase of the Bond on the Purchase Date. On the Purchase Date, the Bank shall, if the Company has provided or caused to provide adequate funds, deliver the Bond so purchased to the Company or its designee. Moneys in the separate escrow account shall be held for and applied only to the purchase of the Bond in lieu of redemption and shall not secure or be otherwise available for the payment of the principal of, premium, if any, and interest on the Bond. The purchase of the Bond by the Company or its designee shall not affect the rights of any subsequent holder of the Bond so purchased by the Company or its designee with respect to a subsequent redemption date, nor shall it excuse the Company from its obligation to pay into the Bond Fund an amount of money sufficient to pay the principal of, premium, if any, and interest on the Bond when due.

The Depository shall, to the extent that amounts are or become available therefore in the Bond Fund, prepay principal, together with premium, if any, and accrued interest on the portion prepaid, on the Bond in accordance with the preceding paragraphs. All principal installments of the Bond or portions thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

The principal installments of, premium, if any, and interest on the Bond shall be payable to River Forest State Bank and Trust Company or its assigns in lawful money of the United States of America at the principal office of River Forest State Bank and Trust Company, as Depository, in River Forest, Illinois. The Bank or Depository shall note on the Payment Record attached as Schedule A to the Bond or on a comparable computer-generated record attached to the Bond, the date and amount of payment of each principal installment (whether at maturity or upon redemption or acceleration) and interest then being paid and of principal installments (whether at maturity or upon redemption or acceleration) and interest theretofore paid and not yet noted thereon, provided, however, that the failure of the Bank to make any such notation thereon shall not limit or otherwise affect the obligations of the Issuer under the Bond. Upon request of the Owner, the Company or the Issuer, the Bond shall be made available by the holder thereof for inspection by the Owner, the Company or the Issuer at the offices of the Bank at 7727 West Lake Street, River Forest, Illinois 60305. At least annually, on the anniversary date of the Bond, the Bank shall notify the Issuer of the payment of the principal installments of the Bond (whether at maturity or upon redemption or acceleration) and shall include in such notification a statement of the unpaid balance of the Bond. The Bond is non-transferable by the Bank, except as a whole and after notice in writing to the Issuer, the Owner and the Company of such transfer.

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by the Agreement and the Note, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owner thereof only against the Bond Fund and other moneys held by the Depository 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 Bond, except as may be expressly authorized otherwise in this Ordinance and in the Agreement. The Bond has been issued under and shall contain a recital that it is issued pursuant to the provisions of the Enabling Ordinance; the Bond and the obligation to pay interest thereon does 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 their general taxing powers, within the meaning of any constitutional or statutory provisions, but shall be secured as aforesaid, and is payable solely from the revenues and receipts from the Agreement and the Note (except as stated aforesaid).

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

The Bond shall be signed by the Mayor of the Issuer by his manual or facsimile signature, and attested by the manual or facsimile signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto. In case any official whose signature shall appear on the Bond shall cease to be such official before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturity as that Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, such mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Depository shall duplicate on the Payment Record of the new Bond replacing the mutilated, lost, stolen or destroyed Bond all payments of principal (whether at maturity or upon redemption or acceleration) and interest which the Issuer's and Depository's records indicate as having appeared on the mutilated, lost, stolen, or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a duplicate Bond the Depository may pay the same without surrender thereof. The Issuer and Depository may charge the holder or owner of the Bond with reasonable fees and expenses in this connection.

In any case where the date of maturity of interest on or any principal installment of the Bond or the date fixed for redemption of any principal installment or installments of the Bond shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized or required by law or executive order to close, then the payment of principal installments, premium, if any, or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, but interest on the Bond shall accrue until paid.

BOND FORM

SECTION 4. That the Bond, and the Payment Record Schedule "A", shall be in substantially the following form:

THIS BOND MAY BE TRANSFERRED ONLY AS A WHOLE

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

Industrial Development Revenue Bond
(M.O.I. Realty Project) Series A

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM REVENUES AND
RECEIPTS DERIVED FROM THE LOAN AGREEMENT NO. 1
AND THE NOTE HEREIN DEFINED

R1

\$800,000

Know All Men By These Presents that the City of Chicago, Cook County, Illinois, a municipality of the State of Illinois and a home rule unit of government created and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to the order of River Forest State Bank and Trust Company or its assigns (the "Bank"), the principal sum of: Eight Hundred Thousand and no/100 (\$800,000) Dollars in 180 monthly principal installments due the first day of each month, commencing July 1, 1983, such installments being \$3,500.00 each for the first 60 installments, followed by 60 monthly principal installments of \$4,500.00 each, followed by 59 monthly principal installments of \$5,333.33 each, and a final principal installment of \$5,333.53 due June 1, 1998; and to pay interest (computed on the basis of a year of 360 days consisting of twelve thirty day months based upon the number of days actually elapsed) from the date hereof until maturity on the principal amount from time to time remaining unpaid on this Bond, at a rate per annum (subject to the next succeeding sentence) equal to 75.0% of the Prime Rate (as hereinafter defined), initially determined on the date of delivery hereof and thereafter adjusted on the first day of each month, payable in arrears on the first day of each month, commencing the first day of the month after the date hereof; and to pay interest at the same rate per annum on any overdue principal and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid. If at any time during the term hereof the Federal Corporate Income Tax Rate of 46% on income in excess of \$100,000 (hereinafter referred to as the "Tax Rate") as set forth in the Internal Revenue Code of 1954, as amended, is increased or decreased, then the Issuer promises to pay interest hereon at a rate, computed effective with the change in the Tax Rate, based upon the following formula: 140% of the Prime Rate times a factor of (1 minus the Tax Rate), on the dates and otherwise in the manner set forth in the preceding sentence. "Prime Rate" means the fluctuating rate of interest established from time to time by the Bank and identified by it as its prime rate.

If payment of any principal installment of, premium, if any, or interest on this Bond is made on the next business day following a Saturday, a Sunday, a holiday or a day on which the Bank is authorized or required by law or executive order to close pursuant to the terms of the Ordinance hereinafter referred to, interest hereon shall accrue until paid. The principal installments hereof, premium, if any, and interest hereon are payable in immediately available funds at the principal office of the Bank in River Forest, Illinois, as depository of certain funds under the Ordinance hereinafter referred to (in such capacity, said bank being herein referred to as the "Depository").

Payments of principal installments of (whether at maturity or upon redemption or acceleration) and interest on this Bond shall be noted on the Payment Record -Schedule "A" made a part of this Bond on a comparable computer-generated record attached to this Bond as provided in the Ordinance hereinafter identified pursuant to which this Bond is issued, provided, however, that the failure to make any such notation thereon shall not limit or otherwise affect the obligations of the Issuer under this Bond. The Bank or its assigns or any other holder hereof shall make this Bond available for inspection at the offices of the Bank at 7727 West Lake Street, River Forest, Illinois 60305, at the request of the Issuer, the Owner or the Company (as hereinafter defined).

This Bond is issued in the principal amount of \$800,000 and designated "Industrial Development Revenue Bond (M.O.I. Realty Project) Series A" (the "Bond") pursuant to the hereinafter described Enabling Ordinance and to an Ordinance duly adopted by the governing body of the Issuer (the "Ordinance") for the purpose of providing funds to finance a portion of the cost of the acquisition of certain land and an existing building thereon (the "Project") for use by lessees of Main Bank of Chicago, not individually, but as Trustee under Trust No. 80-1435, dated March 21, 1980 (the "Owner") and M.O.I. Realty, an Illinois limited partnership, which, upon the acquisition of the hereinafter described Project, will be the sole beneficiary of Trust No. 80-1435 (the "Company") as a manufacturing facility within the corporate limits of the Issuer and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry within the City of Chicago, Illinois. The proceeds of the Bond will be loaned by the Issuer to the Owner and the Company to pay a portion of the cost of the acquisition of the Project, under the terms of a Loan Agreement No. 1 dated as of April 1, 1983 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

This Bond is secured by a pledge and assignment of the revenues and receipts derived by the Issuer from the repayment of the loan by the Owner and the Company and certain other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Owner and the Company pursuant to the Agreement (the "Note"). Reference is made to the Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the Owner of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the Owner hereof by the acceptance of this Bond assents. As further security for the Bond and the Note, the Owner (joined by the Company) has granted the Bank a first mortgage lien on the Project under the terms of a Mortgage, dated as of the date hereof (the "Mortgage") and has delivered to the Bank a Collateral Assignment of Rents and Leases, dated as of the date hereof. Magenta Corporation, an Illinois corporation and a lessee of the Project (the "Guarantor") has guaranteed payment of the principal of, premium, if any, and interest on this Bond and the Note under the terms of a Guaranty Agreement, dated as of April 1, 1983 with the Bank.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"). This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and the Note and otherwise as provided in the Ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of, premium, if any, and interest on this Bond are to be paid by the Company to the Dispository for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Cook County, Illinois Bond Fund (M.O.I. Realty Project)", and all revenues and receipts accruing from the repayment of the loan by the Owner and the Company under the Agreement and the Note have been duly pledged and assigned to the Bank for that purpose, under the Ordinance, to secure payment of such principal installments, premium, if any, and interest.

Upon 90 days' prior written notice given by the Owner and the Company to the Bank on behalf of the Issuer the principal installments of this Bond are subject to prepayment, on June 1, 1988 and on the first day of each June thereafter, in whole or in part, and if in part, in integral multiples of \$10,000, and in inverse order of maturity of the principal installments hereof at a prepayment price of par plus accrued interest to the prepayment date, without premium, as provided in the Ordinance.

Upon 60 days' prior written notice given by the Owner and the Company on behalf of the Issuer, the principal installments of this Bond are also subject to prepayment at any time in whole, but not in part, at a prepayment price of par plus accrued interest to the prepayment date, without premium, as provided in the Ordinance, upon the occurrence of certain events set forth in Section 7.1(b) of the Agreement, relating to damage or destruction or condemnation of the Project.

The principal installments of this Bond are also subject to prepayment, in whole, but not in part, on the earliest possible interest payment date following the occurrence of a Determination of Taxability (as defined in the Ordinance). The prepayment price of this Bond in such event shall be the sum of the following:

(i) 100% of the principal amount of this Bond then outstanding, plus accrued interest to the prepayment date; plus

(ii) a premium equal to the positive difference between the interest actually payable on this Bond during the Inclusion Period (as defined in the Ordinance) and the interest on this Bond during the Inclusion Period if this Bond had borne interest at a rate equal to the sum of the Prime Rate plus 2% per annum during such period.

The Bank shall have the right to have this Bond prepaid in whole, but not in part, at a prepayment price of par plus accrued interest to the prepayment date without premium, upon the death of John S. Song. In order to exercise such option, the Bank, within 60 days following the event giving rise to such option, shall give 90 days' prior written notice to the Owner and the Guarantor specifying the applicable prepayment date. Delivery of such notice to the Owner and the Guarantor shall be irrevocable and binding upon the Bank. On or prior to the prepayment date, the Owner and the Guarantor are to pay into the Bond Fund for the account of the Issuer an amount of money sufficient to effect the redemption of this Bond.

Subject to the provisions of the next succeeding paragraph, the Bank shall have the right to have this Bond prepaid in whole on June 1, 1988 and on the first day of each June thereafter, at a prepayment price of par plus accrued interest to the prepayment date without premium, as provided in the Ordinance. In order to exercise such option, the Bank shall give 90 days' prior written notice to the Owner and the Company specifying the applicable prepayment date. Delivery of such notice to the Owner and the Company shall be irrevocable and binding upon the Bank. Subject to the provisions of the next succeeding paragraph, on or prior to the prepayment date, the Owner and the Company are to pay into the Bond Fund for the account of the Issuer an amount of money sufficient to effect the redemption of this Bond.

The Company or its designee has been granted the right under the Agreement, in lieu of making prepayments under the Agreement for payment into the Bond Fund to provide for the redemption of this Bond in accordance with the preceding paragraph, to elect instead to purchase this Bond from the Bank on the applicable prepayment date (the "Purchase Date"), at a price equal to 100% of the principal amount thereof plus accrued interest to the Purchase Date (the "Purchase Price"). The Bank agrees to sell this Bond to the Company or its designee on the applicable Purchase Date at the Purchase Price in lieu of redemption.

The Company or its designee shall exercise the right to purchase this Bond on the Purchase Date by (i) giving written notice to the Bank and the Depository at least 30 days prior to the Purchase Date of its intention to purchase this Bond on the Purchase Date in lieu of redemption and (ii) depositing or causing to be deposited in a separate escrow account with the Bank on or prior to the Purchase Date, an amount of money together with other moneys then available for such purpose, sufficient to effect the purchase of this Bond on the Purchase Date. On the Purchase Date the Bank shall, if the Company has provided or caused to be provided adequate funds, deliver this Bond so purchased to the Company or its designee. Moneys in the separate escrow account shall be held for and applied only to the purchase of this Bond in lieu of redemption and shall not secure or be otherwise available for payment of the principal of, premium, if any, and interest on this Bond. The purchase of this Bond by the Company or its designee shall not affect the rights of any subsequent holder

of this Bond so purchased by the Company or its designee with respect to a subsequent redemption date, nor shall it excuse the Company from its obligation to pay into the Bond Fund an amount of money sufficient to pay the principal of, premium, if any, and interest on this Bond when due.

All principal installments of this Bond designated for prior redemption shall cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the Depository on such date.

In certain events, on the conditions, in the manner and with the effect set forth in the Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with premium, if any, and interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Ordinance may be made only to the extent and in the circumstances permitted by the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Illinois and all applicable ordinances and resolutions of the Issuer to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor by his manual or facsimile signature and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the Issuer to be affixed hereto, all as of _____, 1983.

[Signature forms omitted for printing purposes.]

SCHEDULE A

Payment Record

<i>Principal Payment Date</i>	<i>Principal Payment Due</i>	<i>Principal Paid</i>	<i>Interest Paid</i>	<i>River Forest State Bank and Trust Company Authorized Official and Title</i>
7-1-83	\$3,500.00	_____	_____	_____
8-1-83	3,500.00	_____	_____	_____
9-1-83	3,500.00	_____	_____	_____
10-1-83	3,500.00	_____	_____	_____
11-1-83	3,500.00	_____	_____	_____
12-1-83	3,500.00	_____	_____	_____
1-1-84	3,500.00	_____	_____	_____
2-1-84	3,500.00	_____	_____	_____
3-1-84	3,500.00	_____	_____	_____
4-1-84	3,500.00	_____	_____	_____
5-1-84	3,500.00	_____	_____	_____
6-1-84	3,500.00	_____	_____	_____
7-1-84	3,500.00	_____	_____	_____
8-1-84	3,500.00	_____	_____	_____
9-1-84	3,500.00	_____	_____	_____
10-1-84	3,500.00	_____	_____	_____
11-1-84	3,500.00	_____	_____	_____
12-1-84	3,500.00	_____	_____	_____
1-1-85	3,500.00	_____	_____	_____
2-1-85	3,500.00	_____	_____	_____
3-1-85	3,500.00	_____	_____	_____
4-1-85	3,500.00	_____	_____	_____
5-1-85	3,500.00	_____	_____	_____

6-1-85	3,500.00			
7-1-85	3,500.00			
8-1-85	3,500.00			
9-1-85	3,500.00			
10-1-85	3,500.00			
11-1-85	3,500.00			
12-1-85	3,500.00			
1-1-86	3,500.00			
2-1-86	3,500.00			
3-1-86	3,500.00			
4-1-86	3,500.00			
5-1-86	3,500.00			
6-1-86	3,500.00			
7-1-86	3,500.00			
8-1-86	3,500.00			
9-1-86	3,500.00			
10-1-86	3,500.00			
11-1-86	3,500.00			
12-1-86	3,500.00			
1-1-87	3,500.00			
2-1-87	3,500.00			
3-1-87	3,500.00			
4-1-87	3,500.00			
5-1-87	3,500.00			
6-1-87	3,500.00			
7-1-87	3,500.00			

Payment Record

<i>Principal Payment Date</i>	<i>Principal Payment Due</i>	<i>Principal Paid</i>	<i>Interest Paid</i>	<i>River Forest State Bank and Trust Company Authorized Official and Title</i>
8-1-87	\$3,500.00			
9-1-87	3,500.00			
10-1-87	3,500.00			
11-1-87	3,500.00			
12-1-87	3,500.00			
1-1-88	3,500.00			
2-1-88	3,500.00			
3-1-88	3,500.00			
4-1-88	3,500.00			
5-1-88	3,500.00			
6-1-88	3,500.00			
7-1-88	4,500.00			
8-1-88	4,500.00			
9-1-88	4,500.00			
10-1-88	4,500.00			
11-1-88	4,500.00			
12-1-88	4,500.00			
1-1-89	4,500.00			
2-1-89	4,500.00			
3-1-89	4,500.00			
4-1-89	4,500.00			
5-1-89	4,500.00			
6-1-89	4,500.00			
7-1-89	4,500.00			
8-1-89	4,500.00			
9-1-89	4,500.00			
10-1-89	4,500.00			
11-1-89	4,500.00			
12-1-89	4,500.00			

1-1-90	4,500.00			
2-1-90	4,500.00			
3-1-90	4,500.00			
4-1-90	4,500.00			
5-1-90	4,500.00			
6-1-90	4,500.00			
7-1-90	4,500.00			
8-1-90	4,500.00			
9-1-90	4,500.00			
10-1-90	4,500.00			
11-1-90	4,500.00			
12-1-90	4,500.00			
1-1-91	4,500.00			
2-1-91	4,500.00			
3-1-91	4,500.00			
4-1-91	4,500.00			
5-1-91	4,500.00			
6-1-91	4,500.00			
7-1-91	4,500.00			
8-1-91	4,500.00			
9-1-91	4,500.00			
10-1-91	4,500.00			
11-1-91	4,500.00			

Payment Record

<i>Principal Payment Date</i>	<i>Principal Payment Due</i>	<i>Principal Paid</i>	<i>Interest Paid</i>	<i>River Forest State Bank and Trust Company Authorized Official and Title</i>
12-1-91	\$4,500.00			
1-1-92	4,500.00			
2-1-92	4,500.00			
3-1-92	4,500.00			
4-1-92	4,500.00			
5-1-92	4,500.00			
6-1-92	4,500.00			
7-1-92	4,500.00			
8-1-92	4,500.00			
9-1-92	4,500.00			
10-1-92	4,500.00			
11-1-92	4,500.00			
12-1-92	4,500.00			
1-1-93	4,500.00			
2-1-93	4,500.00			
3-1-93	4,500.00			
4-1-93	4,500.00			
5-1-93	4,500.00			
6-1-93	4,500.00			
7-1-93	5,333.33			
8-1-93	5,333.33			
9-1-93	5,333.33			
10-1-93	5,333.33			
11-1-93	5,333.33			
12-1-93	5,333.33			
1-1-94	5,333.33			
2-1-94	5,333.33			
3-1-94	5,333.33			
4-1-94	5,333.33			
5-1-94	5,333.33			
6-1-94	5,333.33			
7-1-94	5,333.33			

8-1-94	5,333.33			
9-1-94	5,333.33			
10-1-94	5,333.33			
11-1-94	5,333.33			
12-1-94	5,333.33			
1-1-95	5,333.33			
2-1-95	5,333.33			
3-1-95	5,333.33			
4-1-95	5,333.33			
5-1-95	5,333.33			
6-1-95	5,333.33			
7-1-95	5,333.33			
8-1-95	5,333.33			
9-1-95	5,333.33			
10-1-95	5,333.33			
11-1-95	5,333.33			
12-1-95	5,333.33			
1-1-96	5,333.33			
2-1-96	5,333.33			

Payment Record

<i>Principal Payment Date</i>	<i>Principal Payment Due</i>	<i>Principal Paid</i>	<i>Interest Paid</i>	<i>River Forest State Bank and Trust Company Authorized Official and Title</i>
3-1-96	\$5,333.33			
4-1-96	5,333.33			
5-1-96	5,333.33			
6-1-96	5,333.33			
7-1-96	5,333.33			
8-1-96	5,333.33			
9-1-96	5,333.33			
10-1-96	5,333.33			
11-1-96	5,333.33			
12-1-96	5,333.33			
1-1-97	5,333.33			
2-1-97	5,333.33			
3-1-97	5,333.33			
4-1-97	5,333.33			
5-1-97	5,333.33			
6-1-97	5,333.33			
7-1-97	5,333.33			
8-1-97	5,333.33			
9-1-97	5,333.33			
10-1-97	5,333.33			
11-1-97	5,333.33			
12-1-97	5,333.33			
1-1-98	5,333.33			
2-1-98	5,333.33			
3-1-98	5,333.33			
4-1-98	5,333.33			
5-1-98	5,333.33			
6-1-98	5,333.53			

Application of Proceeds of Bond

SECTION 5. The proceeds received by the Issuer upon the sale of the Bond shall be disbursed to the order of the Company on the date of the issuance and delivery of the Bond, in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof.

*Acquisition of Project and Payment of
Amounts Under the Agreement*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance a portion of the cost of the acquisition of the Project by the Owner and the Company, pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond hereby authorized, and are hereby pledged and ordered paid into the Bond Fund, as specified in Section 7 hereof. The Agreement provides that the Owner and the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Depository for the account of the Issuer for deposit in the Bond Fund and such provision is hereby expressly approved.

Revenues; Bond Fund

SECTION 7. The Bond (including all payments required of the Issuer hereunder) is not a general obligation of the Issuer but is a special and limited obligation payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note as provided herein.

There is hereby created by the Issuer and ordered established with the Depository, a special fund to be designated "City of Chicago, Cook County, Illinois, Bond Fund (M.O.I. Realty Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used to pay the principal installments of, premium, if any, and interest on the Bond or to redeem the principal installments of the Bond prior to maturity.

There shall be deposited into the Bond Fund, as and when received: (a) all payments on the Note; (b) all prepayments on the Note specified in Article VII of the Agreement; and (c) all other moneys received by the Depository under and pursuant to any of the provisions of the Agreement, the Note, the Mortgage, the Guaranty Agreement or the Rent Assignment. The Depository is authorized and directed to apply amounts available therefore in the Bond Fund to the payment when due of the principal installments of, premium, if any, and interest on the Bond.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank and any other owner of the Bond to the end of fully protecting the rights and security of the Bank and any other such owner. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Note (except as otherwise provided herein).

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of, premium, if any, and interest on the Bond and the charges and expenses of the Bank, shall be paid to the Company, as provided herein and in Section 9.4 of the Agreement.

Assignment

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized; the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2(c) of the Agreement relating to the obligation of the Owner and the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Owner and the Company or Section 6.3 of the Agreement relating to the obligation of the Owner and the Company to pay any attorneys'

fees and expenses incurred by the Issuer upon an event of default under the Agreement), all rights and remedies of the Issuer under the Agreement and the Note to enforce payment thereof, and all funds held by the Bank as Depository in the Bond Fund created pursuant to Section 7 hereof, and as evidence of such assignment, pledge, and security interest and of the agreement of the Bank, as Depository, to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, and to any other owner of the Bond, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and the City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer, with such changes therein as shall be approved by the Mayor and the City Clerk, their signatures thereon constituting conclusive evidence of such approval.

Investments; Arbitrage

SECTION 9. Any moneys held as part of the Bond Fund created pursuant to Section 7 hereof may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement. Any such investment shall be held by or under control of the Depository and shall be deemed at all times a part of the fund for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Owner and the Company as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Authorized Company Representative may direct the Depository to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such fund regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Owner and the Company have made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Owner and the Company will make certain certifications and representations with respect to Section 103(c) of the Code on the date of delivery of the Bond which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the Bank that so long as any principal installment of the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Treas. Reg. 1.103-13 and 1.103-14 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of, premium, if any, and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured and payable as set out in Section 3 hereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, the Bond, the Agreement and the Assignment, and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, as supplemented and amended, to issue the Bond authorized hereby and to pledge and assign the revenues and receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Bank or other owner of the Bond may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the interest of the Issuer in and to the Agreement and the Note, as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2(a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal installments of, premium, if any, and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement and the Note, or of its rights under the Agreement and the Note.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note and under the Agreement shall at all reasonable times be open to inspection by the owner of the Bond or such accountants or other agencies as such owner may from time to time designate.

The Issuer covenants and agrees that it shall, through the Bank, enforce all of its rights and all of the obligations of the Owner and the Company under the Agreement for the benefit of the Bank or any other owner of the Bond. The Issuer shall protect the rights of the Bank hereunder with respect to the assignment and pledge of the revenues and receipts coming due under the Agreement.

Events of Default and Remedies

SECTION 11. If any of the following events occur it is hereby defined as and declared to be and to constitute an "event of default";

(a) Default in the due and punctual payment of any interest on the Bond or the Note when due.

(b) Default in the due and punctual payment of any principal installment of or premium on the Bond or the Note, whether at the stated maturity thereof, or upon redemption or proceedings for the acceleration thereof.

(c) Any "Event of Default" shall have occurred and be continuing under Section 6.1 of the Agreement, the Mortgage or the Guaranty Agreement.

Upon the occurrence of an event of default and so long as such event of default is continuing, the Bank, on its own behalf as owner of the Bond and on behalf of any other owner of the Bond, by notice in writing delivered to the Owner, the Company and the Issuer, may declare the principal installments of the Bond, premium, if any, and the interest accrued thereon immediately due and payable, and such principal, premium, if any, and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Owner and the Company immediately shall become due and payable as provided in Sections 4.2 and 6.2 of the Agreement.

While any installment of principal of, premium or interest on the Bond remains outstanding, the Issuer shall not exercise any of the remedies on default specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank.

Upon the occurrence of an event of default hereunder, the Bank on its own behalf as owner of the Bond or on behalf of any other owner of the Bond, if any, may exercise such rights as exist under the Agreement, the Mortgage, the Guaranty Agreement, the Rent Assignment and the Note or may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments of, premium, if any, and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Owner and the Company as herein and in the Agreement and the Note set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or any other owner of the Bond hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Owner or the Company or the Bank acting on its own behalf as the Owner of the Bond or on behalf of any other owner of the Bond), shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal, premium, if any, and interest (or, as to interest, accrued) due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Depository shall determine, but in any event within five business days after deposit of such moneys in the Bond Fund. The Depository shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Depository for appropriate endorsement or for cancellation if fully paid.

Whenever all principal installments of, premium, if any, and interest on the Bond have been paid under the provisions of this Section and all expenses of the Bank, the Depository and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Company pursuant to Section 9.4 of the Agreement.

With regard to any default concerning which notice is given to the Owner and the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bonds; Execution of Documents

SECTION 12. (a) The sale to the Bank of the Bond hereby authorized at a price of \$800,000 and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer is hereby approved by said governing body, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed, with such changes therein as shall be approved by the officer executing the same, the execution thereof constituting conclusive evidence of such approval.

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

(b) The Agreement in substantially the form in which the same has been presented to the governing body of the Issuer is hereby approved by such governing body and is in all respects authorized, approved and confirmed, with such changes therein as shall be approved by the officer executing the same, the execution thereof constituting conclusive evidence of such approval.

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

Performance Provisions

SECTION 13. The Mayor and the City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. That the Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all action necessary to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank or Depository, at 7727 West Lake Street, River Forest, Illinois 60305 Attention: Commercial Loan Department; if to the Company at 3800 North Milwaukee Avenue, Chicago, Illinois 60641 Attention: John S. Song; and if to the Owner at 1965 North Milwaukee Avenue, Chicago, Illinois 60647 Attention: Land Trust Department.

*Ordinance a Contract; Provisions for Modifications,
Alterations and Amendments*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the Owner of the Bond hereby authorized; and after the issuance of the Bond, no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the Owner of the Bond until such time as all principal installments of, premium, if any, and interest on the Bond shall have been paid in full.

Satisfaction and Discharge

SECTION 16. All rights and obligations of the Issuer, the Owner and the Company under the Bond, this Ordinance, the Agreement, the Note, the Assignment and the Bond Purchase Agreement shall terminate, such instruments shall cease to be of further effect, the Bank shall surrender the Bond, or the Owner of the Bond shall surrender the Bond to the Bank, and the Bank shall cancel the Bond, deliver it to the Issuer, deliver a copy of the cancelled Bond to the Company and pay to the Company any amounts remaining in the Bond Fund required to be paid to the Company under Section 7 hereof (except moneys held by the Depository for the payment of principal installments of, premium, if any, or interest on the Bond) when:

- (a) all expenses of the Issuer, the Depository and the Bank shall have been paid;
- (b) the Issuer, the Owner and the Company shall have performed all of their respective covenants and promises in the Bond, this Ordinance, the Agreement, the Note, the Assignment and the Bond Purchase Agreement; and
- (c) all principal installments of, premium, if any, and interest on the Bond have been paid.

Severability

SECTION 17. 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.

Captions

SECTION 18. 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 Repealed

SECTION 19. 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, 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 immediately upon and after its passage.

Acknowledgment of Hearing

SECTION 20. 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.

[Memorandum of Agreement, Loan Agreement No. 1,
Assignment and Security Agreement No. 1,
Guaranty Agreement, Bond Purchase
Agreement, Collateral Assignment
of Rents and Leases and
Mortgage Agreement are
omitted for printing
purposes.]

**Issuance of Industrial Revenue Bond Authorized for the M.O.I.
Realty Project, Series B.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond for the M.O.I. Realty Project, Series B, in the amount of \$1,000,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--41.

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, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the City of Chicago, Illinois; and

WHEREAS, As a result of negotiations among the Issuer, Main Bank of Chicago, not individually, but as Trustee under Trust No. 80-1435, dated March 21, 1980 (the "Owner") and M.O.I. Realty, an Illinois limited partnership, which, upon the acquisition of the hereinafter described Project, will be the sole beneficiary of Trust No. 80-1435 (the "Company"), contracts have been entered into by the Owner and the Company for the acquisition of certain land and an existing building thereon within the corporate limits of the Issuer, for use by one or more lessees of the Owner as a manufacturing facility constituting an "Industrial Development Project" within the meaning of the Enabling Ordinance (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement No. 2 (hereinafter the "Agreement") with the Owner and the Company pursuant to which the Issuer shall lend the Owner and the Company a sum sufficient, together with other moneys of the Owner and the Company, to accomplish such acquisition, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition of the Project as evidenced by such revenue bond; and

WHEREAS, It is estimated that the cost of the acquisition of the Project will be not less than \$1,000,000; 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 bond hereinafter authorized and designated "Industrial Development Revenue Bond (M.O.I. Realty Project) Series B" upon a negotiated basis to Elmhurst National Bank, Elmhurst, Illinois; 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 bond hereinafter provided for; now, therefore,

Be It Ordained by the City Council of the City of Chicago, Cook County, Illinois, as follows:

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 No. 2 dated as of April 1, 1983, by and between the Issuer and the Owner (joined by the Company), as from time to time supplemented and amended.

"Assignment" means the Assignment and Security Agreement No. 2 dated as of April 1, 1983, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Authorized Company Representative" means the person or persons who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Authorized Owner Representative" means the person or persons who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Bank" means Elmhurst National Bank, Elmhurst, Illinois, a banking association duly organized and validly existing under the laws of the United States of America, and its successors and assigns.

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

"Bond Fund" means the City of Chicago, Cook County, Illinois, Bond Fund (M.O.I. Realty Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of the date of the adoption of this Ordinance, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Code" means the Internal Revenue Code of 1954, as amended.

"Company" means M.O.I. Realty, a limited partnership duly organized and validly existing under the laws of the State of Illinois, and its successors and assigns and any surviving, resulting or transferee corporation as provided in Section 5.2 of the Agreement.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Depository" means the Bank, acting in its capacity as depository of certain funds as provided in this Ordinance.

"Determination of Taxability" means any opinion of nationally recognized municipal bond counsel satisfactory to the Bank or any determination, decision or decree made by the Commissioner or any District Director of Internal Revenue, or by any court of competent jurisdiction, that the interest on the Bond is, or with respect to any change in Federal tax laws after the date of issuance of the Bond, will be, includible in the gross income, for Federal income tax purposes, of the holder of such bond (other than a substantial user or related person as such are defined in the Code) by virtue of the occurrence of an Event of Taxability, if and so long as such determination, decision or decree is not being appealed or otherwise contested in good faith by the Owner or the Company; provided that any such opinion of nationally recognized municipal bond counsel that interest on the Bond is or will be includible in the gross income, for Federal income tax purposes, of the holder of such Bond (other than a substantial user or a related person as such are defined in the Code) by virtue of a change in Federal tax laws after the date of issuance of the Bond, shall be set forth the Taxable Date.

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

The term "event of default" means those events specified in and defined in Section 11 hereof.

"Event of Taxability" means the occurrence of any event or circumstances (under which the Determination of Taxability shall have been found to have occurred) including the circumstances described in Section 103(b)(6)(D) of the Code or any change in law, with the result that the interest payable on the Bond is, or with respect to any change in federal tax laws after the date of issuance of the Bond, will be, includible in the gross income of the holder of such Bond (other than a substantial user or related person as such are defined in the Code).

"Guarantor" means Magenta Corporation, a corporation organized and existing under the laws of the State of Illinois and its successors and assigns.

"Guaranty Agreement" means the Guaranty Agreement between the Guarantor and the Bank, dated as of April 1, 1983, as supplemented and amended.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

"Inclusion Period" means the period beginning on the Taxable Date and ending on the earlier of the date of redemption in whole or the date of payment at maturity of the Bond.

"Issuer" means the City of Chicago, Cook County, Illinois, and its successors and assigns.

"Note" means the Promissory Note provided for in Section 4.2(a) of the Agreement whereby the Owner and the Company promise to make installment payments on the Note to the Bank for the account of the Issuer in satisfaction of the debt of the Owner and the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Owner" means (i) Main Bank of Chicago, not individually, but as Trustee under Trust Number 80-1435, dated March 21, 1980, and its successors and assigns, (ii) any surviving, resulting or transferee land trustee as provided in Section 5.2 of the Agreement, and (iii) the Company, to the extent provided in Section 9.10 of the Agreement.

"Prime Rate" means the fluctuating rate of interest established from time to time by the Bank and identified by it as its prime rate.

"Project" means the facilities to be acquired with the moneys received by the Owner and the Company from the Issuer under this Agreement.

"Security Agreement" means the Security Agreement dated as of April 1, 1983, by and between the Guarantor and the Bank, as supplemented and amended.

"Sublessee" means Singer Safety Company, a corporation organized and existing under the laws of the State of Illinois, and its successors and assigns.

"Subordinate Mortgage" means the Subordinate Mortgage dated as of the date of the issuance and delivery of the Bond by and between the Owner, joined by the Company, and the Bank, as from time to time supplemented and amended.

"Taxable Date" shall have the meaning set forth in the Agreement.

"Trust No. 80-1435" means Trust No. 80-1435 of the Owner, established under a trust instrument dated March 21, 1980.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the Issuer and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition of the Project is not less than \$1,000,000, which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Owner and the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Owner, the Company, the Guarantor and the Sublessee as hereinafter provided are necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bond, the assignment and pledge to the Bank of all right, title and interest of the Issuer in and to the Agreement and the Note (except with respect to certain rights of the Issuer for indemnification and payment of certain expenses by the Owner and the Company) are necessary and proper.

Authorization and Payment of Bond

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond (M.O.I. Realty Project) Series B, in the principal amount of \$1,000,000, dated the date of its delivery, lettered R and numbered 1, payable to the order of Elmhurst National Bank, or its assigns, and maturing in 179 consecutive monthly principal installments, of \$5,556.00 each, due the first day of each month, commencing July 1, 1983, and a final principal installment of \$5,476.00 due June 1, 1998; and shall bear interest (computed on the basis of a year of 360 days based upon the number of days actually elapsed) from its date on the principal amount from time to time remaining unpaid on the Bond, at a rate per annum equal to 65.0% of the Prime Rate, initially determined on the date of delivery of the Bond and thereafter adjusted on the first day of each month, (further adjusted to the nearest tenth of one percent, and if equidistant between two tenths of one percent, then to the higher such percentile), payable in arrears on the first day of each month, commencing the first day of the month after the date of delivery of the Bond. Interest shall accrue on overdue payments as provided in the form of the Bond.

Upon the receipt by the Bank of 90 days' prior written notice given by the Owner and the Company on behalf of the Issuer, the principal installments of the Bond are subject to prepayment, in whole at any time or in part on any interest payment date, and if in part, in integral multiples of \$10,000, and in inverse order of maturity at a prepayment price of par plus accrued interest to the prepayment date without premium.

The principal installments of the Bond are also subject to prepayment, in whole, but not in part, on the earliest possible interest payment date following the occurrence of the Determination of Taxability. The prepayment price of the Bond in such event shall be the sum of the following:

- (i) 100% of the principal amount of the Bond then outstanding, plus accrued interest to the prepayment date; plus
- (ii) a premium equal to the positive difference between the interest actually payable on the Bond during the Inclusion Period and the interest on such Bond during the Inclusion Period if such Bond had borne interest at a rate equal to the sum of the Prime Rate plus 2% per annum during such period.

The Bank shall have the right to have the Bond prepaid in whole, but not in part, at a prepayment price of par plus accrued interest to the prepayment date without premium, upon the death of John S. Song. In order to exercise such option, the Bank, within 60 days following the event giving rise to such option, shall give 90 days' prior written notice to the Owner and the Guarantor specifying the applicable prepayment date. Delivery of such notice to the Owner and the Guarantor shall be irrevocable and binding upon the Bank. On or prior to the prepayment date, the Owner and the Guarantor are to pay into the Bond Fund for the account of the Issuer an amount of money sufficient to effect the redemption of the Bond.

The Depository shall, to the extent that amounts are or become available therefor in the Bond Fund, prepay principal together with premium, if any, and accrued interest on the portion prepaid, on the Bond in accordance with the preceding paragraphs. All principal installments of the Bond or portions thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

The principal installments of, premium, if any, and interest on the Bond shall be payable to Elmhurst National Bank or its assigns in lawful money of the United States of America at the principal office of Elmhurst National Bank, as Depository, in Elmhurst, Illinois. The Bank or Depository shall note on the Payment Record attached as Schedule A to the Bond or on a comparable computer-generated record attached to the Bond, the date and amount of payment of each principal installment (whether at maturity or upon redemption or acceleration) and interest then being paid and of principal installments

(whether at maturity or upon redemption or acceleration) and interest theretofore paid and not yet noted thereon, provided, however, that the failure of the Bank to make any such notation thereon shall not limit or otherwise affect the obligations of the Issuer under the Bond. Upon request of the Owner, the Company or the Issuer, the Bond shall be made available by the holder thereof for inspection by the Owner, the Company or the Issuer at the offices of the Bank at York Street at Park Avenue, Elmhurst, Illinois 60126. At least annually, on the anniversary date of the Bond, the Bank shall notify the Issuer of the payment of the principal installment of the Bond (whether at maturity or upon redemption or acceleration) and shall include in such notification a statement of the unpaid balance of the Bond. The Bond is non-transferable by the Bank, except as a whole and after notice in writing to the Issuer, the Owner and the Company of such transfer.

The Bond, together with the interest thereon, shall be a limited obligation of the Issuer secured by the Agreement and the Note, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the Owner thereof only against the Bond Fund and other moneys held by the Depository 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 Bond, except as may be expressly authorized otherwise in this Ordinance and in the Agreement. The Bond has been issued under and shall contain a recital that it is issued pursuant to the provisions of the Enabling Ordinance; the Bond and the obligation to pay interest thereon does 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 their general taxing powers, within the meaning of any constitutional or statutory provisions, but shall be secured as aforesaid, and is payable solely from the revenues and receipts from the Agreement and the Note (except as stated aforesaid).

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

The Bond shall be signed by the Mayor of the Issuer by his manual or facsimile signature and attested by the manual or facsimile signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto. In case any official whose signature shall appear on the Bond shall cease to be such official before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturity as that Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, such mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Depository shall duplicate on the Payment Record of the new Bond replacing the mutilated, lost, stolen or destroyed Bond all payments of principal (whether at maturity or upon redemption or acceleration) and interest which the Issuer's and Depository's records indicate as having appeared on the mutilated, lost, stolen or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a duplicate Bond the Depository may pay the same without surrender thereof. The Issuer and Depository may charge the holder or owner of the Bond with reasonable fees and expenses in this connection.

In any case where the date of maturity of interest on or any principal installment of the Bond or the date fixed for redemption of any principal installment or installments of the Bond shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized or required by law or execute order to close, then the payment of principal installments, premium if any, or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, but interest on the Bond shall accrue until paid.

BOND FORM

SECTION 4. That the Bond, and the Payment Record Schedule "A", shall be in substantially the following form:

THIS BOND MAY BE TRANSFERRED
ONLY AS A WHOLE

UNITED STATES OF AMERICA
STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

Industrial Development Revenue Bond
(M.O.I. Realty Project) Series B

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM REVENUES
AND RECEIPTS DERIVED FROM THE LOAN AGREEMENT NO.2
AND THE NOTE HEREIN DEFINED

R-1

\$1,000,000

Know All Men by These Presents that the City of Chicago, Cook County, Illinois, a municipality of the State of Illinois and a home rule unit of government created and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to the order of Elmhurst National Bank or its assigns (the "Bank"), the principal sum of One Million Dollars (\$1,000,000) in 179 consecutive monthly principal installments of \$5,556.00 each, due the first day of each month, commencing July 1, 1983, and to pay a final principal installment of \$5,476.00 due June 1, 1998; and to pay interest (computed on the basis of a year of 360 days based upon the number of days actually elapsed) from the date hereof until maturity on the principal amount from time to time remaining unpaid on this Bond, at a rate per annum equal to 65.0% of the Prime Rate (as hereinafter defined), initially determined on the date of delivery hereof and thereafter adjusted on the first day of each month (further adjusted to the nearest tenth of one percent, and if equidistant between two tenths of one percent, then to the higher such percentile) payable in arrears on the first day of each month commencing the first day of the month after the date hereof; and to pay interest at the same rate per annum on any overdue principal and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid. "Prime Rate" means the fluctuating rate of interest established from time to time by the Bank and identified by it as its prime rate. If payment of any principal installment premium, if any, or interest on this Bond is made on the next business day following a Saturday, a Sunday, a holiday or a day on which the Bank is authorized or required by law or executive order to close pursuant to the terms of the Ordinance hereinafter referred to, interest hereon shall accrue until paid. The principal installments hereof, premium, if any, and interest hereon are payable in immediately available funds at the principal office of the Bank in Elmhurst, Illinois, as depository of certain funds under the Ordinance hereinafter referred to (in such capacity, said bank being herein referred to as the "Depository").

Payments of principal installments of (whether at maturity or upon redemption or acceleration) and interest on this Bond shall be noted on the Payment Record -Schedule "A" made a part of this Bond or on a comparable computer-generated record attached to this Bond as provided in the Ordinance hereinafter identified pursuant to which this Bond is issued, provided, however, that the failure to make any such notation thereon shall not limit or otherwise affect the obligations of the Issuer under this Bond. The Bank or its assigns or any other holder hereof shall make this Bond available for inspection at the offices of the Bank at York Street at Park Avenue, Elmhurst, Illinois 60126, at the request of the Issuer, the Owner or the Company (as hereinafter defined).

This Bond is issued in the principal amount of \$1,000,000 and designated "Industrial Development Revenue Bond (M.O.I. Realty Project) Series "B" (the "Bond") pursuant to the hereinafter described Enabling Ordinance and to an Ordinance duly adopted by the governing body of the Issuer (the "Ordinance") for the purpose of providing funds to finance a portion of the cost of the acquisition of certain land and an existing building thereon (the "Project") for use by lessees of Main Bank of Chicago, not individually, but as Trustee under Trust No. 80-1435, dated March 21, 1980 (the "Owner") and M.O.I. Realty, an Illinois limited partnership, which, upon the acquisition of the hereinafter described Project, will be the sole beneficiary of Trust No. 80-1435 (the "Company") as a manufacturing facility within the corporate limits of the Issuer and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry within the City of Chicago, Illinois. The proceeds of the Bond will be loaned by the Issuer to the Owner and the Company to pay a portion of the cost of the acquisition of the Project, under the terms of a Loan Agreement No. 2 dated as of April 1, 1983 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

This Bond is secured by a pledge and assignment of the revenues and receipts derived by the Issuer from the repayment of the loan by the Owner and the Company and certain other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Owner and the Company pursuant to the Agreement (the "Note"). Reference is made to the Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owner of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents. As further security for the Bond and the Note, the Owner (joined by the Company) has granted the Bank a subordinate mortgage lien on the Project under the terms of a Subordinate Mortgage, dated as of the date hereof (the "Subordinate Mortgage"). Magenta Corporation, an Illinois corporation and a lessee of the Project (the "Guarantor"), has guaranteed payment of the principal of, premium, if any, and interest on this Bond and the Note under the terms of a Guaranty Agreement, dated as of April 1, 1983 with the Bank, and has secured that guaranty by granting the Bank a security interest in certain equipment on the site of the Project, pursuant to a Security Agreement, dated as of April 1, 1983 (the "Security Agreement") between the Guarantor and the Bank. The security interest and the lien created by the Security Agreement shall be released by the Bank prior to payment in full of this Bond, in accordance with the terms of the Security Agreement.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"). This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and the Note and otherwise as provided in the Ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of, premium, if any, and interest on this Bond are to be paid by the Company to the Depository for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Cook County, Illinois Bond Fund (M.O.I. Realty Project)", and all revenues and receipts accruing from the repayment of the loan by the Owner and the Company under the Agreement and the Note have been duly pledged and assigned to the Bank for that purpose, under the Ordinance, to secure payment of such principal installments, premium, if any, and interest.

Upon 90 days prior written notice given by the Owner and the Company to the Bank on behalf of the Issuer the principal installments of this Bond are subject to prepayment, in whole at any time or in part on any interest payment date, and if in part, in integral multiples of \$10,000, and

in inverse order of maturity of the principal installment hereof at a prepayment price of par plus accrued interest to the prepayment date, without premium, as provided in the Ordinance.

The principal installments of this Bond are also subject to prepayment, in whole, but not in part, on the earliest possible interest payment date following the occurrence of a Determination of Taxability (as defined in the Ordinance). The prepayment price of this Bond in such event shall be the sum of the following:

(i) 100% of the principal amount of this Bond then outstanding, plus accrued interest to the prepayment date; plus

(ii) a premium equal to the positive difference between the interest actually payable on this Bond during the Inclusion Period (as defined in the Ordinance) and the interest on this Bond during the Inclusion Period if this Bond had borne interest at a rate equal to the sum of the Prime Rate plus 2% per annum during such period.

The Bank shall have the right to have this Bond prepaid in whole, but not in part, at a prepayment price of par plus accrued interest to the prepayment date without premium, as provided in the Ordinance, upon the death of John S. Song. In order to exercise such option, the Bank, within 60 days following the event giving rise to such option, shall give 90 days' prior written notice to the Owner and the Guarantor specifying the applicable prepayment date. Delivery of such notice to the Owner and the Guarantor shall be irrevocable and binding upon the Bank. On or prior to the prepayment date, the Owner and the Guarantor are to pay into the Bond Fund for the account of the Issuer an amount of money sufficient to effect the redemption of this Bond.

All principal installments of this Bond designated for prior redemption shall cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the Depository on such date.

In certain events, on the conditions, in the manner and with the effect set forth in the Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with premium, if any, and interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Ordinance may be made only to the extent and in the circumstances permitted by the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Illinois and all applicable ordinances and resolutions of the Issuer to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor by his manual or facsimile signature and attested by the manual or facsimile signature of its City Clerk, and the corporate seal of the Issuer to be affixed hereto, all as of _____, 1983.

[Signature forms omitted for printing purposes.]

SCHEDULE A

Payment Record

<i>Date</i>	<i>Principal Payment</i>	<i>Principal Balance Due</i>	<i>Interest Payment</i>	<i>Elmhurst National Bank Authorized Official and Title</i>
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____

<i>Payment Record</i>				
<i>Date</i>	<i>Principal Payment</i>	<i>Principal Balance Due</i>	<i>Interest Payment</i>	<i>Elmhurst National Bank Authorized Official and Title</i>
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	\$ _____	_____

Application of Proceeds of Bond

SECTION 5. The proceeds received by the Issuer upon the sale of the Bond shall be disbursed to the order of the Company on the date of the issuance and delivery of the Bond, in accordance with the provisions of the Agreement, and particularly, Section 3.3 thereof.

*Acquisition of Project and Payment of Amounts
Under the Agreement*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance a portion of the cost of the acquisition of the Project by the Owner and the Company, pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond hereby authorized, and are hereby pledged and ordered paid into the Bond Fund, as specified in Section 7 hereof. The Agreement provides that the Owner and the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Depository for the account of the Issuer for deposit in the Bond Fund and such provision is hereby expressly approved.

Revenues; Bond Fund

SECTION 7. The Bond (including all payments required of the Issuer hereunder) is not a general obligation of the Issuer but is a special and limited obligation payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note as provided herein.

There is hereby created by the Issuer and ordered established with the Depository, a special fund to be designated "City of Chicago, Cook County, Illinois, Bond Fund (M.O.I. Realty Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used to pay the principal installments of, premium, if any, and interest on the Bond or to redeem the principal installments of the Bond prior to maturity.

There shall be deposited into the Bond Fund, as and when received: (a) all payments on the Note; (b) all prepayments on the Note specified in Article VII of the Agreement; and (c) all other moneys received by the Depository under and pursuant to any of the provisions of the agreement, the Note, the Subordinate Mortgage, the Security Agreement or the Guaranty Agreement. The Depository is authorized and directed to apply amounts available therefore in the Bond Fund to the payment when due of the principal installments of, premium, if any, and interest on the Bond.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank and any other owner of the Bond to the end of fully protecting the rights and security of the Bank and any other such owner. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Note (except as otherwise provided herein).

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of, premium, if any, and interest on the Bond and the charges and expenses of the Bank, shall be paid to the Company, as provided herein and in Section 9.4 of the Agreement.

Assignment

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2(c) of the Agreement relating to the obligation of the Owner and the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Owner and the Company or Section 6.3 of the Agreement relating to the obligation of the Owner and the Company to pay any attorneys' fees and expenses incurred by the Issuer upon an event of default under the Agreement), all rights and remedies of the Issuer under the Agreement and the Note to enforce payment thereof, and all funds held by the Bank as Depository in the Bond Fund created pursuant to Section 7 hereof, and as evidence of such assignment, pledge, and security interest and of the agreement of the Bank, as Depository, to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, and to any other owner of the Bond, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and the City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer, with such changes therein as shall be approved by the Mayor and the City Clerk, their signatures thereon constituting conclusive evidence of such approval.

Investments; Arbitrage

SECTION 9. Any moneys held as part of the Bond Fund created pursuant to Section 7 hereof may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement. Any such investment shall be held by or under control of the Depository and shall be deemed at all times a part of the fund for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Owner and the Company as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Authorized Company Representative may direct the Depository to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such fund regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Owner and the Company have made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Owner and the Company will make certain certifications and representations with respect to Section 103(c) of the Code on the date of delivery of the Bond which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the Bank that so long as any principal installment of the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Treas. Reg. 1.103-13 and 1.103-14 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of, premium, if any, and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured and payable as set out in Section 3 hereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, the Bond, the Agreement and the Assignment, and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, as supplemented and amended, to issue the Bond authorized hereby and to pledge and assign the revenues and receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Bank or other owner of the Bond may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the interest of the Issuer in and to the Agreement and the Note, as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2(a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal installments of, premium, if any, and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement and the Note, or of its rights under the Agreement and the Note.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note and under the Agreement shall at all reasonable times be open to inspection by the owner of the Bond or such accountants or other agencies as such owner may from time to time designate.

The Issuer covenants and agrees that it shall, through the Bank, enforce all of its rights and all of the obligations of the Owner and the Company under the Agreement for the benefit of the Bank or any other owner of the Bond. The Issuer shall protect the rights of the Bank hereunder with respect to the assignment and pledge of the revenues and receipts coming due under the Agreement.

Events of Default and Remedies

SECTION 11. If any of the following events occur it is hereby defined as and declared to be and to constitute an "event of default";

(a) Default in the due and punctual payment of any interest on the Bond or the Note when due.

(b) Default in the due and punctual payment of any principal installment of or premium on the Bond or the Note, whether at the stated maturity thereof, or upon redemption or proceedings for the acceleration thereof.

(c) Any "Event of Default" shall have occurred and be continuing under Section 6.1 of the Agreement, the Subordinate Mortgage, the Guaranty Agreement or the Security Agreement.

Upon the occurrence of an event of default and so long as such event of default is continuing, the Bank, on its own behalf as owner of the Bond and on behalf of any other owner of the Bond, by notice in writing delivered to the Owner, the Company and the Issuer, may declare the principal installments of the Bond, premium, if any, and the interest accrued thereon immediately due and payable, and such principal, premium, if any, and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Owner and the Company immediately shall become due and payable as provided in Sections 4.2 and 6.2 of the Agreement.

While any installment of principal of, premium or interest on the Bond remains outstanding, the Issuer shall not exercise any of the remedies on default specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank.

Upon the occurrence of an event of default hereunder, the Bank on its own behalf as owner of the Bond or on behalf of any other owner of the Bond, if any, may exercise such rights as exist under the Agreement, the Subordinate Mortgage, the Security Agreement, the Guaranty Agreement, and the Note or may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments of, premium, if any, and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Owner and the Company as herein and in the Agreement and the Note set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or any other owner of the Bond hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Owner or the Company or the Bank acting on its own behalf as the Owner of the Bond or on behalf of any other owner of the Bond), shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal, premium, if any, and interest (or, as to interest, accrued) due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Depository shall determine, but in any event within five business days after deposit of such moneys in the Bond Fund. The Depository shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Depository for appropriate endorsement or for cancellation if fully paid.

Whenever all principal installments of, premium, if any, and interest on the Bond have been paid under the provisions of this Section and all expenses of the Bank, the Depository and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Company pursuant to Section 9.4 of the Agreement.

With regard to any default concerning which notice is given to the Owner and the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have

been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bonds; Execution of Documents

SECTION 12. (a) The sale to the Bank of the Bond hereby authorized at a price of \$1,000,000 and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer is hereby approved by said governing body, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed, with such changes therein as shall be approved by the officer executing the same, the execution thereof constituting conclusive evidence of such approval.

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

(b) The Agreement in substantially the form in which the same has been presented to the governing body of the Issuer is hereby approved by such governing body and is in all respects authorized, approved and confirmed, with such changes therein as shall be approved by the officer executing the same, the execution thereof constituting conclusive evidence of such approval.

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

Performance Provisions

SECTION 13. The Mayor and the City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. That the Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all action necessary to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank or Depository, at York Street at Park Avenue, Elmhurst, Illinois 60126 Attention: Commercial Loan Department; if to the Company, at 3800 North Milwaukee Avenue, Chicago, Illinois 60641 Attention: John S. Song; and if to the Owner, at 1965 North Milwaukee Avenue, Chicago, Illinois 60647 Attention: Land Trust Department.

*Ordinance a Contract; Provisions for Modifications,
Alterations and Amendments*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner of the Bond hereby authorized; and after the issuance of the Bond, no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any

manner except with the written consent of the owner of the Bond until such time as all principal installments of, premium, if any, and interest on the Bond shall have been paid in full.

Satisfaction and Discharge

SECTION 16. All rights and obligations of the Issuer, the Owner and the Company under the Bond, this Ordinance, the Agreement, the Note, the Assignment and the Bond Purchase Agreement shall terminate, such instruments shall cease to be of further effect, the Bank shall surrender the Bond, or the owner of the Bond shall surrender the Bond to the Bank, and the Bank shall cancel the Bond, deliver it to the Issuer, deliver a copy of the cancelled Bond to the Company and pay to the Company any amounts remaining in the Bond Fund required to be paid to the Company under Section 7 hereof (except moneys held by the Depository for the payment of principal installments of, premium, if any, or interest on the Bond) when:

(a) all expenses of the Issuer, the Depository and the Bank shall have been paid;

(b) the Issuer, the Owner and the Company shall have performed all of their respective covenants and promises in the Bond, this Ordinance, the Agreement, the Note, the Assignment and the Bond Purchase Agreement; and

(c) all principal installments of, premium, if any, and interest on the Bond have been paid.

Severability

SECTION 17. 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.

Captions

SECTION 18. 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 Repealed

SECTION 19. 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, 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 immediately upon and after its passage.

Acknowledgment of Hearing

SECTION 20. 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.

[Memorandum of Agreement, Loan Agreement No. 2, Subordinate Mortgage, Assignment and Security Agreement No. 2, Bond Purchase Agreement, Guaranty Agreement and Security Agreement are omitted for printing purposes.]

**Execution of Revolving Loan Fund Loan Agreement
Authorized between City and Enerron Corporation.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Revolving Loan Fund Loan Agreement between the City of Chicago and Enerron Corporation in the amount of \$250,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated February 18, 1983, the Department of Economic Development of the City of Chicago has approved a Revolving Loan Fund Loan for Enerron Corporation; and

WHEREAS, Said Loan is consistent with the primary purpose of the Department of Economic Development, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development to the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to Enerron Corporation is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Department of Economic Development has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971, and supplementary funds made available through the United States Department of Housing and Urban Development, and the Department of Economic Development proposes that these Revolving Loan Fund funds made to be available for a Revolving Loan Fund Loan to Enerron Corporation; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$250,000 is hereby approved for Enerron Corporation.

SECTION 2. That the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City, a Revolving Loan Fund Loan Agreement by and between the City and Enerron Corporation; said Revolving Loan Fund Loan Agreement to be in substantially the form of Exhibit A attached hereto.

SECTION 3. This ordinance is to be effective immediately upon passage thereof.

Exhibit A attached to this ordinance reads as follows:

EXHIBIT A

*1304 South Indiana Avenue**4300 South Halsted Street*

LOAN AND SECURITY AGREEMENT

This Agreement made on or as of the _____ day of _____ 1983, between the City of Chicago, by and through its Department of Economic Development, having its offices located at No. 20 North Clark Street, Suite 2800, Chicago, Illinois, and Enerron Corporation, an Illinois Corporation, with its principal offices at No. 1303 South Indiana Avenue, Chicago, Illinois, a wholly owned subsidiary of Windsor Industries, Inc., a Delaware Corporation.

WITNESSETH:

Whereas, the Department of Economic Development of the City of Chicago (hereinafter referred to as the "DED" or "Lender"), was established on the 10th of February, 1982 by ordinance of the City Council of the City of Chicago; and

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

Whereas, by resolution dated February 18, 1983, the DED approved a Revolving Loan Fund Loan (hereinafter referred to as "RLF Loan") for Enerron Corporation, (hereinafter referred to as the "Company" or "Borrower"), for the purpose(s) described in Section II (4) of this Loan and Security Agreement (hereinafter referred to as the "Agreement"); and

Whereas, the DED has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund (hereinafter referred to as "RLF") under Title IX of the Public Works and Economic Development Act of 1972 (42 U.S.C. 3121 et seq.) and other funds from other sources which may be applied from time to time to the RLF and proposes that \$250,000 of these RLF funds be made available as a RLF loan to the Company for the purpose(s) described in Section II (4) of this Agreement.

Now, therefore, in consideration of the promises set forth herein, Borrower agrees to borrow monies from Lender, and Lender agrees to lend monies to Borrower, upon the following terms and conditions.

Section I. General Definitions and Terms

1. The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof,

(A) "Affiliate" shall mean any "Person" (hereinafter defined) in which one or more stockholders of Borrower, (Subsidiary) (hereinafter defined) and or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter have an equity or other ownership interest equal to or in excess of fifty percent (50%) of the total equity of or other ownership interest in such person.

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

(C) "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof including without limitation

of the Department of Economic Development of the City of Chicago) taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to "the Collateral" (hereinafter defined) Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

(D) "Financials" shall mean those financial statements described herein.

(E) "Indebtedness" shall mean all obligations and liabilities of Borrower to any person (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owed, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise. Indebtedness includes, without limiting the generality of the foregoing: (i) obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Borrower even though Borrower has not assumed or become liable for the payment thereof; and (ii) obligations or liabilities created or arising under any lease or real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Borrower, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property.

(F) "Other Agreements" shall mean all agreements, instruments and documents including without limitation, guarantees, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

(G) "Parent" shall mean any corporation now or at any time or times hereafter, owning or controlling (alone or with Borrower, any Subsidiary and/or any other Person), at least a majority of the issued and outstanding "Stock" of Borrower or any Subsidiary.

(H) "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

(I) "Stock" shall mean all shares, interests, participations or other equivalents (however designated) of or in a corporation, whether or not voting, including but not limited to common stock, warrants, preferred stock, convertible debentures and all agreements, instruments and documents convertible, in whole or in part, into any one or more or all of the foregoing.

(J) "Subsidiary" shall mean any corporation at least a majority of whose issued and outstanding Stock now or at any time or times hereafter is owned by Borrower and/or one or more Subsidiaries.

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore (if any) in the Uniform Commercial Code, as adopted in the State of Illinois.

2. Borrower covenants, warrants and represents to Lender that all representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement and the Other Agreements, shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transaction described therein or related thereto, and shall be true from the time of Borrower's execution of this Agreement to the end of the original term and each renewal term hereof (if any).

3. This Agreement and the Other Agreements may not be modified, altered or amended except by an agreement in writing signed by Borrower and Lender. Borrower may not sell, assign, or transfer

this Agreement, or the Other Agreements or any portion thereof, including without limitation Borrower's rights, titles, interests, remedies, powers and/or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the Other Agreements, or any portion thereof, including without limitation Lender's rights, titles, interests, remedies, powers and/or duties.

4. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an "Event of Default" (hereinafter defined), by Borrower under this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Agreement or the Other Agreements, whether the same is prior to subsequent thereto, and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement or the Other Agreements, and no Event of Default by the Borrower under this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is by an instrument in writing signed by Lender and directed to Borrower specifying such suspension or waiver.

5. This Agreement and the Other Agreements shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender. This provision, however, shall not be deemed to modify Paragraph 4 hereof.

6. Except as otherwise specifically provided in this Agreement, Borrower waives presentment, demand and protest, and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, contract rights, documents, instruments, chattel paper and guarantees at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

7. The provisions of the Other Agreements are incorporated in this Agreement by this reference thereto. Except as otherwise provided in this Agreement and except as otherwise provided in the Other Agreements by specific reference to the applicable provision of this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Other Agreements, the provisions contained in this Agreement shall govern and control.

8. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal office, the signature upon this Agreement or upon any of the Other Agreements of a "Designated Person" (as that term is defined in Borrower's Secretary's Certificate of even date herewith, constituting one of the Other Agreements), shall bind Borrower and be deemed to be the act of Borrower affixed pursuant to and in accordance with resolution duly adopted by Borrower's Board of Directors.

Section II. Loan

1. The RLF Loan shall be made upon the following terms and conditions.

(a) the principal sum of the loan shall be \$250,000.

(b) the term of the loan shall be 10 years.

(c) the rate of interest charged on the loan per annum shall be seventy-five percent (75%) of that rate of interest charged by Continental Illinois Bank and Trust Company of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans in effect from time to time (the "Prime Rate"), payable monthly on the entire amount of said principal remaining from time to time unpaid.

(d) the aforesaid rate of interest for the principal sum shall be established as of the date of this Agreement and that certain Note of even date herewith are executed; and shall be adjusted as of the first day each of January, April, July and October of each year the RLF Loan remains outstanding. The first such interest adjustment of the RLF Loan shall be _____, 19____.

(e) principal payments together with interest thereon will commence on the 25th day of the month following the execution date of this Agreement, and will be due and payable on said 25th day of each succeeding month thereafter until paid in full.

(f) the loan is to be applied by the Company to purchase manufacturing equipment.

(g) said loan made by the DED to the Company shall be secured as provided in Section III of this Agreement, and the Company shall execute at DED's request, Financing Statements and Security Agreements which shall be recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

(h) the Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF Loan, if such subordination is necessary to assure that the DED occupies no less than a first secured lien position on all of the collateral described in Section III. No later than the date of closing, the Company shall furnish to the DED documents satisfactory to the DED which evidence the Company's compliance with this provision.

(i) if the Collateral described in Section III of this Agreement are fixtures, they will be affixed to the real property described in Section XVIII of this Agreement and will not be removed by the Company without the prior written consent of the DED.

(j) Company agrees that Windsor Industries, Inc. will provide its corporate guarantee of this loan.

2. All of Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender.

3. Borrower warrants and represents to Lender that Borrower shall use the proceeds of all loans made by Lender to Borrower pursuant to this Agreement and the Other Agreements solely for legal and proper corporate purposes (duly authorized by its Board of Directors) and consistent with all applicable laws and consistent with all applicable laws and statutes.

4. Borrower hereby authorizes and directs Lender to disburse, for and on behalf of Borrower and for Borrower's account, the proceeds of the loan(s) made by Lender to Borrower pursuant to this Agreement or to such Person or Persons as an officer or director of Borrower shall direct, in writing.

Section III. Collateral: General Terms

1. To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to all of Borrower's now owned and hereafter acquired: (a) manufacturing, equipment, and fixtures, together with all replacements, additions, accessions, or substitutions thereto and/or therefore; (b) all products and proceeds of the foregoing including without limitation proceeds of insurance policies insuring the Collateral (all of the foregoing personal property is hereinafter individually and collectively referred to as "Collateral").

2. Borrower warrants and represents to and covenants with Lender that: (a) Lender's security interest in the Collateral is now and at all times hereinafter shall be perfected and have a first priority; (b) the offices and/or locations where Borrower keeps the Collateral and Borrower's books and records concerning the Collateral are at the location set forth on Exhibit "A", attached hereto

and made a part hereof, and Borrower shall not remove such books and records and/or the Collateral therefrom and shall not keep any or such books and records and/or the Collateral at any other office or location unless Borrower gives Lender written notice thereof at least 30 days prior thereto and the same is within the continental United States of America; (c) all books, records and other documents relating directly to the receipt and disbursement of the RLF Loan shall be subject to audit and examination by any duly authorized representative of the DED or of the U.S. Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago; (d) that in occupying these facilities Borrower is not relocating from another labor area; nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which is and/or will be located as set forth in Exhibit "A"; nor is Borrower's expansion into the above-described property being undertaken with the intention of closing down or curtailing any already existing operation(s); and (e) the address specified on Exhibit "A" hereto include and designate Borrower's chief executive office, chief place of business and other offices and places of business and are Borrower's sole offices and places of business. Borrower, by written notice delivered to Lender at least thirty (30) days prior thereto, shall advise Lender of Borrower's opening of any new office or place of business or its closing of any existing office or place of business and any new office or place of business shall be within the continental United States of America.

3. Lender, in its sole and absolute discretion, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter, but shall be under no obligation to pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Collateral. All sums paid by DED in respect thereof and all costs, fees and expenses, including reasonable attorney's fees, court cost, expenses and other charges relating thereto incurred by Lender on account thereof shall be payable by Borrower to Lender, on demand.

4. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter at the request of Lender, all agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation"), that Lender may reasonably request, in a form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Collateral and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower warrants and represents to Lender that Borrower has good, indefeasible, and merchantable title to and ownership of the Equipment described and/or listed on the Schedule of Equipment delivered to Lender and/or located on each of Borrower's places of business set forth in Exhibit "A", and that Equipment shall be kept and/or maintained solely at the addresses set forth in Exhibit "A".

6. Borrower shall keep and maintain the Equipment in good operating condition and repair and shall make all necessary replacements thereof and renewals hereto so that the value and operating efficiency thereof shall at all times be maintained and preserved. Borrower shall not permit any such items to become a fixture to real estate or accession to other personal property. In addition, Borrower shall maintain, preserve and keep its plants and properties wherein the Collateral is now or may hereafter be located, in good repair, working order and condition.

7. Borrower, immediately on demand by Lender, shall deliver to Lender any and all evidence of ownership of, including without limitations, certificates of title to and applications for title to, any of Equipment.

8. Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. All such policies of insurance shall be in form and with insurers recognized as adequate

by prudent business persons and all such policies shall be in such amounts as may be satisfactory to Lender. Borrower shall deliver to Lender the original copy of each policy of insurance and evidence of payment of all premiums therefor. Such policies of insurance shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower, irrevocably, makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required above or to pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable. All sums so disbursed by Lender, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Further, Borrower shall keep and maintain at its sole cost and expense whatever flood hazard insurance may be required by the DED as a condition precedent to procuring this RLF Loan, or in lieu thereof, Borrower warrants and represents to and covenants with DED that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973, the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288 relating to the prevention, control and abatement of water pollution, all as amended from time to time.

9. Upon an Event of Default, Borrower, irrevocably, hereby makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of the Borrower on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Lender in its sole and absolute discretion may elect.

10. Lender (by any of its officers, employees and/or agents) shall have the right at any time or times during Borrower's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) to verify the amount and condition of said Collateral. After an Event of Default, all costs, fees, and expenses incurred by Lender, or for which Lender has become obligated, in connection with such inspection and/or verification shall be payable by Borrower to Lender.

Section IV. Warranties, Representations and Covenants

1. Except as disclosed in the Financials, Borrower warrants and represents to and covenants with Lender that: (a) Borrower is and at all times hereafter shall be a corporation duly organized and existing and in good standing under the laws of the state of its corporation as represented at the beginning of this Agreement and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and the Other Agreements; (c) the execution, delivery and/or performance by Borrower of this Agreement and the Other Agreements shall not, by the lapse of time, the giving of notice

or otherwise, constitute a violation of any applicable law or a breach of any provision contained in Borrower's Articles of Incorporation or By-Laws or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except those of Lender and those, if any, described on Exhibit "B" hereto; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature, and Borrower now owns and shall at all times hereafter own property whose fair salable value is greater than the amount required to pay its debts; (f) Borrower now has and shall have at all times hereafter capital sufficient to carry on its business and transactions and all businesses and transactions in which it is about to engage; (g) there are no actions or proceedings which are pending or threatened against Borrower which might result in any material and adverse change in its financial condition or materially affect its assets or the Collateral the dates reflected in the Financials and except as disclosed in the Financials, Borrower has no indebtedness; (h) Borrower is not subject to the renegotiation of any government contracts; (i) Borrower possesses adequate assets, licenses, patents, copyrights, trademarks and trade names to continue to conduct its business as previously conducted by it and Borrower will not be in breach of any agreement if Lender should exercise any of its rights pursuant to this Agreement against the Collateral; (j) Borrower has and is in good standing with respect to all government permits, certificates, consents and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties as now owned or leased by it; (k) Borrower is not a party to any contract or agreement or subject to any charge, corporate restriction, judgment, decree or order materially and adversely affecting its business, property, assets, operations, or condition, financial or otherwise (l) Borrower is not in violation of any applicable statute, regulation or ordinance of the United States of America, of any state, city, town, municipality, county or of any other jurisdiction, or of any agency thereof, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (m) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (n) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower and such other Persons described therein as of and for the periods ending on such dates and have been prepared in accordance with generally accepted accounting principles consistently applied; and (o) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the date of the Financials.

2. Borrower warrants and represents to and covenants with Lender that Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter; (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Collateral; (d) merge or consolidate with or acquire any Person; (e) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness, or the Collateral; (f) other than in the ordinary course of its business, make any investment in the securities of any Person, provided, however, notwithstanding the foregoing, Borrower may make investments in certificates of deposit of a banking institution having a net worth in excess of \$10,000,000 or in securities of the United States of America or commercial paper with P1 rating (all of the foregoing maturing within one (1) year); (g) guarantee or otherwise, in any way, become liable with respect to the obligations or liabilities of any person except by endorsement of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities; (h) make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might in any way adversely affect the repayment of Borrower's

Liabilities; (i) other than as specifically permitted in or contemplated by this Agreement, encumber, pledge, mortgage, sell, lease or otherwise, any of Borrower's assets; (j) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's Stock; (k) declare or pay dividends upon any of Borrower's Stock or make any distributions of Borrower's property or assets or make any loans, advances and/or extensions of credit to any Persons provided, however, notwithstanding the foregoing, Borrower may pay stock dividends upon its Stock provided that the same is in accordance with all applicable laws; (l) incur indebtedness (other than Borrower's Liabilities) except renewals or extensions of existing indebtedness and interest thereon and trade payables arising in the ordinary course of its business, and except that the same is unsecured and is to Persons who execute and deliver to Lender (in form and substance acceptable to Lender and its counsel) subordination agreements subordinating their claims against Borrower therefore to the payment of Borrower's liabilities; and (m) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

3. (a) Borrower shall pay promptly when due, all of the Charges, and (b) Borrower shall not permit the Charges to arise, or to remain, and will promptly discharge the same. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain such discharges, Borrower shall so advise Lender thereof in writing; Lender may, without waiving or releasing any obligation or liability of Borrower hereunder or Event of Default, in its sole and absolute discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Notwithstanding anything contained in this Agreement to the contrary, Borrower may permit or suffer the Charges to attach to its assets and may dispute, without prior payment thereof, the Charges provided that Borrower, in good faith, shall be contesting the same in an appropriate proceeding and if the same are in excess of \$5,000.00, in the aggregate at any time during the original term or any renewal term, Borrower has given Lender such additional collateral and assurances as Lender, in its exclusive, sole and absolute right and discretion, deems necessary under the circumstances.

4. (a) Borrower covenants with Lender that Borrower shall keep books of account and prepare financial statements and shall cause to be furnished to Lender the following (all of the foregoing and following to be kept and prepared in accordance with generally accepted accounting principles consistently applied).

(b) As soon as available but not later than one hundred twenty (120) days after the close of each fiscal year of Borrower, a balance sheet of Borrower as at the end of, and the related statement of operations for, such year and a reconciliation of capital for such year--all certified by a firm of independent certified public accountants; or in the event such audited financial statements have not been compiled, a financial statement certified by an officer of the Company until the period set forth in Section III of the Agreement.

(c) In addition, the Company agrees to submit to the DED quarterly and/or semi-annual financial statements of the Company, prepared in accordance with generally accepted accounting principles, consistently applied, and certified as to the accuracy thereof by an authorized officer of Borrower.

(d) Such other data and information (financial and otherwise) as Lender, from time to time, may request bearing upon or related to the Collateral, Borrower's financial condition and/or results of operations.

Section V. Assurance of Projected Jobs Borrower will use its best efforts to create or cause to be created approximately 50 full-time, permanent job opportunities at the date operations commence, which is projected to be April, 1983.

In addition, Borrower will use its best efforts to create a total of approximately 300 new, permanent job opportunities, when Borrower is fully operational, estimated to be by December 31, 1984.

Borrower shall report in writing to the DED, as the DED may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

Section VI. Labor Standards If buildings or facilities are to be constructed or improved with funds provided under this RLF Loan, the Company will meet, and all other parties entering into agreements with the Company for the construction or improvement of facilities or buildings shall be required by the Company in all such agreements to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-5) and that construction workers shall be hired from the local labor pool whenever practical.

Section VII. Accessibility to the Handicapped If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CFR 101-19.6.

Section VIII. Default (1) The occurrence of any one of the following events shall constitute a default ("Event of Default") by Borrower under this Agreement: (a) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or in the Other Agreements, which is required to be performed, kept or observed by Borrower and the same is not cured within ten (10) days after the mailing of written notice thereof from Lender to Borrower; (b) if any material statement, report or certificate made or delivered by Borrower, and any of its officers, employees or agent, to Lender is not true and correct; (c) if Borrower fails to pay Borrower's Liabilities, when due and payable or declared due and payable; (d) if the Collateral or any other of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within twenty (20) days thereafter; (e) if Borrower shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Borrower for its dissolution or liquidation; (f) if Borrower is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or if any case or proceeding is filed against Borrower for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (30) days after the entry or filing thereof; (g) if an application is made by Borrower for the appointment of a receiver, trustee or custodian for the Collateral or any other of Borrower's assets; (h) if an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for the Collateral or any other of Borrower's assets and the same is not dismissed within thirty (30) days after the application therefore; (i) except as permitted in Section IV (3) above, if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Collateral or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance; or (j) if Borrower is in default in the payment of Indebtedness (other than Borrower's Liabilities) and such default is declared and is not cured within the time, if any, specified therefore in any agreement governing the same.

(2) All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

Upon an Event of Default or the occurrence of any one of the events described in Paragraph (1) (notwithstanding Borrower's right to cure the same thereafter), without notice by Lender to or demand by Lender of Borrower. Liabilities shall be due and payable, forthwith.

(3) Upon an Event of Default, Lender, in its sole and absolute discretion, may: (a) exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; (b) enter, with or without process of law and without breach of the peace, any premises where the Collateral or the books and records of Borrower related thereto is or may be located, and without charge or liability to Lender therefore seize and remove the Collateral (and copies of Borrower's books and records in any way relating to the Collateral) from said premises and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Collateral--Borrower hereby grants Lender a security interest in said books and records for the purpose above stated; and (c) sell or otherwise dispose of the Collateral at public or private sale for cash or credit, provided, however, that Borrower shall be credited with the net proceeds of such sale only when such proceeds are actually received by Lender and confirmed as good funds by DED's depository.

(4) Upon an Event of Default, Borrower, immediately upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place or places to be designated by Lender which is reasonably convenient to Lender and Borrower. Borrower recognizes that in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or the Other Agreements, no remedy of law will provide adequate relief to Lender, and agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(5) Any notice required to be given by Lender of a sale, lease, other disposition of the Collateral or any other intended action by Lender, deposited in the United States mail, postage prepaid and duly addressed to Borrower at its principal place of business specified at the beginning of this Agreement not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof.

(6) Upon an Event of Default, Borrower agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale from time to time by an announcement at the time and place of sale or by announcement of the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower agrees that Lender has no obligation to preserve rights against prior parties to the Collateral.

(7) If at any time or times on or after an Event of Default Lender employs counsel for advice or other representation (a) with respect to the Collateral, this Agreement or the Other Agreements, (b) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Collateral, this Agreement, the Other Agreements or Borrower's affairs; (c) to enforce any rights of Lender against Borrower or any other Person which may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation, the Obligors; (d) to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (e) to attempt to or to enforce Lender's security interest in the Collateral, the reasonable attorneys' fees arising from such services and all expenses, costs, charges and other fees of such counsel or of Lender in any way or respect arising in connection with or relating to any of the events described in this Paragraph shall be paid by Borrower to Lender. Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: (i) accountant's fees, costs and expenses; (ii) court costs and expenses; (iii) court reporter fees, costs and expenses; (iv) long distance telephone charges; (v) telegram charges; (vi) expenses for travel, lodging and food; and (vii) expenses incurred in fulfilling, in whole or in part, any order of any Obligor from which an account has arisen or will arise.

(8) Upon the occurrence of any one of the events described in Paragraph (1) above, notwithstanding Borrower's right to cure the same before it becomes an Event of Default, Lender, if it determines that the Collateral or the payment of Borrower's Liabilities is jeopardized, may enforce such of its rights and remedies under this Article as Lender deems necessary or proper.

Section IX. Disclaimer of Relationship. The Company agrees that nothing contained in this Agreement nor any act of the DED or of the U.S. Department of Commerce, Economic Development Administration, or of any of the parties, shall be deemed or construed by any of the parties or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the DED.

Section X. Time of the Essence. Time is of the essence under this Agreement.

Section XI. Notice. All notices required to be given hereunder shall be given by certified or registered United States mail, postage paid, and addressed as follows:

If to DED:

Commissioner,
Department of Economic Development
City of Chicago
20 North Clark Street
Suite 2800
Chicago, Illinois 60602

If to _____:

(Name) _____
(Street) _____
(City, State, Zip) _____

Section XII. Governing Law. This Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

Section XIII. Severability. Each covenant and agreement contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and any other application of such term shall not be affected thereby.

In Witness Whereof, the Company and the City of Chicago, by and through the Department of Economic Development, have caused this Agreement to be signed in their names and on their behalf as of the ____ day of _____.

[Signature forms omitted for printing purposes.]

Execution of Agreement Authorized Between City and the YMCA for New City YMCA Recreation Fields/Community Park Project.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of agreement between the City of Chicago and the YMCA of Metropolitan Chicago under the Community Development Block Grant Program for the New City YMCA Recreation Fields/Community Park Project in the amount of \$100,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuller, Volini, Orr, Stone--41.

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 has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

WHEREAS, Community facilities and improvements are one of the specific areas for funding under this program; and

WHEREAS, The YMCA of Metropolitan Chicago, a not-for-profit organization involved in the provision of recreational activities and community service programs in the City of Chicago; and

WHEREAS, The project has received the approval of the City of Chicago's Community Development and Housing Coordinating Committee; now, therefore,

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago (incorporated herein by reference), in the amount of One Hundred Thousand Dollars (\$100,000.00) is hereby granted by the City of Chicago to the Metropolitan YMCA of Chicago for use in facilitating the development of the 10.1 acres New City YMCA Recreational Fields and Community Park at North Avenue and Halsted Street.

SECTION 2. These funds are to be granted subject to an agreement entered into between the City of Chicago and the YMCA of Metropolitan Chicago, substantially in the form attached hereto as Exhibit A.

SECTION 3. The Mayor and the Commissioner of the Department of Planning, upon review as to form and legality by the Corporation Counsel, are authorized to enter into and execute, the aforesaid agreement and any and all other documents as may be reasonably required to implement the project.

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

Exhibit A attached to this ordinance reads as follows:

This Agreement entered into this _____ day of _____, 1983, by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City", and the YMCA of Metropolitan Chicago, a not-for-profit organization, hereinafter referred to as "YMCA".

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation and expenditure of funds for fiscal year 1983; and

Whereas, the Community Development Program of the City of Chicago provides for funds to be allocated for "Community Facilities and Improvements"; and

Whereas, the City of Chicago will provide a budgetary allocation from these "Community Facilities and Improvements", funds as a grant to the YMCA entitled "New City YMCA Recreation Fields and Community Park," in the sum of \$100,000.00 for the purpose of constructing outdoor recreation facilities adjacent to the New City "Y" in the Near North Neighborhood Strategy Area.

Now, Therefore, in consideration of said grant, in the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00), the YMCA undertakes to perform as follows:

1. Scope of Services:

- (a) The YMCA shall use said grant for the development of the recreation fields and community park for the following purposes:
 - 1. Excavating and grading of the site.
 - 2. Installation of necessary plumbing and drainage facilities.
 - 3. Installation of electrical wiring and lighting.
- (b) The allocation of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the "City" and the YMCA.
- (c) All work will be contracted by the YMCA in accordance with architectural plans and specifications prepared by the YMCA architect and consulting engineers and approved by the designated representative of the City of Chicago, Department of Planning. All contractors accepted by the YMCA under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of the contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the highly specialized nature of this project. All contractors shall be subject to approval by the Department of Planning. All contracts entered into and executed between the YMCA and construction contractors shall expressly include the terms and conditions of Exhibit B attached hereto, as well as an affirmative statement that the contractor shall abide by all local, state and federal law and regulations regarding labor, wages and working conditions.

2. Time for Performance:

The contract shall be performed in the period provided for the year eight program designated as Project B-83-MC-17-0006 or through December 31, 1983, whichever is later.

(a) Compensation:

The YMCA shall be reimbursed for improvements and costs actually expended pursuant to a budget set forth and made a part hereof as Exhibit A. Said reimbursement shall in no event exceed the total aggregate amount of \$100,000.

(b) Method of Payment:

The City shall make payment under this Agreement upon presentation of requisitions for reimbursement by the YMCA. As often as determined by the City, the YMCA will submit to the City a requisition for reimbursement of actual expenditures incurred by the YMCA in the performance of this Agreement and claimed as an allowable cost. The requisition shall be supported by documents evidencing the expenditures, and duly executed waivers of mechanics' liens from the party(s) to whom payment was made. Further, the requisition shall instruct the City where and to whom payments are to be made.

(c) Maximum Compensation:

It is expressly understood and agreed that, in no event will the total amount paid to the YMCA hereunder exceed the maximum sum of \$100,000.

4. Fund Chargeable:

Expenditures under this Agreement shall be payable from Fund No. 731.

5. The YMCA agrees to make the City of Chicago coinsured with public liability insurance in the amount of \$500,000 for damages or injuries to persons or property, and further agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein.

6. Terms and Conditions:

This Agreement is subject to the provisions of Part 2 entitled "General Conditions--Non-Discrimination" attached hereto and made a part hereof as Exhibit B.

7. Default:

In the event the YMCA fails to perform its obligations pursuant to Sections 1, 2, 5 and 6 herein, City may, at its sole option, withdraw the Grant with no further obligations or responsibilities relating thereto.

8. Notices:

Notices and communications under this contract shall be sent First Class Mail to the City, addressed to Mr. Martin R. Murphy, Commissioner, Department of Planning, Room 1000, City Hall, No. 121 North LaSalle Street, Chicago, Illinois 60602 and the YMCA of Metropolitan Chicago addressed to Mr. Henry I. Thomas, Senior Vice President/Treasurer, No. 140 South Dearborn Street, P.O. Box Z, Chicago, Illinois 60690.

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

Witness Whereof, the City and YMCA have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes.]

PART II General Conditions and Non-Discrimination.

Exhibit B

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilities including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex or national origin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state and local governments. The contractor will cooperate with the City of Chicago who has the responsibility of reporting on and the enforcement of said equal employment opportunity provisions and requirements pertaining to it that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 240 et sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Sec. 17 to 24 inclusive, July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851-866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

Contractors Agreements

During the performance of this contract, the contractor agrees as follows:

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations and relevant order of the Secretary of Labor.
5. In the event of the contractors non-compliance with the non-discrimination clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole, or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Posting of Pertinent Information

The Commissioner of the contracting city department and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

Reporting Requirements

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

Wages

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions.

[Exhibit A printed on pages 16875 through 16877
of this Journal.]

Prevailing Wage Rates Established Pursuant to Chapter 48 of the Illinois Revised Statutes.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, establishing prevailing wage rates for the construction of Public Works in the City of Chicago pursuant to Chapter 48 of the Illinois Revised Statutes.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended being Section 39s-1 through 39s-12, Chapter 48, Illinois Revised Statutes, 1981; and

(Continued on page 16878)



CITY OF CHICAGO

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROJECT BUDGET

NAME OF PROJECT

New City YMCA Recreation Fields/ Community Park

NAME, ADDRESS, AND ZIP CODE OF LEAD AGENCY

Department of Planning Room #1000 City Hall, Chicago, Illinois 60602

NAME, ADDRESS, AND ZIP CODE OF DELEGATE AGENCY

YMCA of Metropolitan Chicago, 140 South Dearborn Street, Chicago, Illinois 60690

TYPE OF ENTITY - IS THE ENTITY A (Check applicable box or boxes)☐ CITY DEPARTMENT☐ PUBLIC AGENCY☐ NEIGHBORHOOD-BASED☒ PRIVATE (NONPROFIT)☐ PRIVATE (PROFIT MAKING)☐ OTHER (SPECIFY)

METHOD OF ALLOCATION - IF COST IS TO BE SHARED BY OTHERS ADD AN EXPLANATORY STATEMENT WHICH IDENTIFIES THE SHARING ENTITY (OR ENTITIES) AND THE METHOD OF ALLOCATION.

FUNDING SOURCE (Check)☒ COMMUNITY DEVELOPMENT PROGRAM - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT☒ OTHER (Please Explain) Private contributions from McCormack Charitable Trust

Oscar Mayer Trust, Procter, and Gamble Foundation, AMOCO Foundation, Continental Bank Foundation and Krone Estate

PROGRAM DESCRIPTION (Use this space to provide a very brief narrative description of the program.)

CDBG Funds to be used in conjunction with private foundation grants to grade, provide drainage and irrigation facilities, and provide wiring and lighting for proposed YMCA recreation field and community Park at North Avenue/Halsted Street.

New City facility will provide a 10.1 acre of outdoor recreation fields and community park space. The outdoor recreation complex will contain the following facilities:

- a) Soccer, football, and softball field, outdoor basketball courts, a 1/4 mile jogging track, with exercise and conditioning stations, a recreational and play area for young children, and a picnic area, outdoor center and amphitheater.

(FOR NON-CITY AGENCY ONLY)

PROJECT NAME New City YMCA Recreation
Fields/Community Park FUND NUMBER 731

LEAD AGENCY Planning ACTIVITY NUMBER _____

DELEGATE AGENCY YMCA of Metropolitan Chicago

COST CATEGORY	ACCOUNT NUMBER	COMMUNITY DEVELOPMENT SHARE OF COST	OTHER SHARE	TOTAL COST
PERSONNEL SERVICES	005			
FRINGE BENEFITS	070			
CONTRACTUAL SERVICES	149	\$100,000	\$309,592	\$409,592
SPACE COSTS & RENTALS	153			
EQUIP. RENT OR LEASE	157			
OTHER PROFESSIONAL AND TECHNICAL SERVICES	101			
TRAVEL	201			
OTHER CONSUMABLE SUPPLIES	301			
PURCHASE OF EQUIPMENT - NON-EXPENDABLE	402			
PURCHASE OF EQUIPMENT - NON-EXPEND. BELOW \$300	403			
MISCELLANEOUS REVENUE	900			
TOTAL		\$100,000	\$309,592	\$409,592

SUBMISSION:

Martin R. Murphy
 Signature of Lead Agency Official
 Martin R. Murphy, Commissioner
 Name and Title (Type or Print)

Date

John W. Casey
 Signature of Delegate Agency Official
 John W. Casey, President
 Name and Title (Type or Print)

Date

APPROVAL:

Signature of C.D. Coordinating Committee Official

Date

Name and Title (Type or Print)

FUND NUMBER 731

ACTIVITY NUMBER _____

BUDGET JUSTIFICATIONPROJECT NAME New City YMCA Recreation Fields/Community ParkLEAD AGENCY PlanningDELEGATE AGENCY YMCA of Metropolitan Chicago

FOR EACH COST CATEGORY, PROVIDE A DETAILED BREAKDOWN OF EXPENDITURES

OBJECTS OF EXPENDITURE BY COST CATEGORY	ACCT. NO.	C.D. SHARE	OTHER	TOTAL COST
Contractual Services	100			
Excavating and grading		\$34,000	\$10,000	\$44,000
Plumbing and drainage		34,000	20,000	54,000
Electrical and lighting		32,000	10,000	42,000
		<u>\$100,000</u>	<u>\$40,000</u>	<u>\$140,000</u>
NOTE: The YMCA has already spent \$176,592 on assembling site, fencing, architectural/engineering. Additional purchases planned by YMCA total \$73,000 for signing, equipment, and general contractor supervision. Phase II of the project will be proposed for the Year IX program and includes approximately \$220,000 split \$200,00 for CDBG and 20,000 local.				

(Continued from page 16874)

WHEREAS, The aforesaid Act requires that that City of Chicago investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City employed in performing construction of public works for said City exclusive of maintenance work, now, therefore,

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

SECTION 1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the City of Chicago is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County as determined by the Department of Labor of the State of Illinois, a copy of that determination being attached hereto and incorporated herein by reference. The definitions of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2. Where a determination of the prevailing rate of wages in Cook County other than as approved herein is required by the funding agency to be utilized on certain City of Chicago public works projects and a conflict exists between wage rates in the two determinations, the higher rate of wage shall be the City of Chicago's prevailing rate of wage in any and all of such conflicts and shall apply to the aforesaid public works projects.

SECTION 3. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Chicago to the extent required by the aforesaid Act.

SECTION 4. The Purchasing Agent shall keep available for inspection by any interested party in his office this determination of such prevailing rate of wages.

SECTION 5. The Purchasing Agent shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 6. The City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

SECTION 7. The Purchasing Agent shall cause to be published in the City's official newspaper a notice setting forth that the City Council of the City of Chicago has adopted a determination of prevailing wage rates to be paid on all City of Chicago public works projects effective immediately and that a copy of said determination will be either hand delivered or mailed to all interested parties making written request therefor to said Purchasing Agent.

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

[Prevailing Wages for Construction Trades are
printed on pages 16879 through
16880 of this Journal.]

THESE PREVAILING WAGES SHALL BE INCLUDED IN THE ADVERTISED SPECIFICATIONS FOR EVERY CONTRACT TO WHICH ANY PUBLIC BODY, AS DEFINED IN CHAPTER 48, SECTION 39-5, ILL. REV. STAT., IS A PARTY, FOR CONSTRUCTION, RECONSTRUCTION AND/OR REPAIR, INCLUDING PAINTING, REDECORATING AND LANDSCAPING OF PUBLIC BUILDINGS OR PUBLIC WORKS WITHIN THE STATE OF ILLINOIS WHICH REQUIRES OR INVOLVES THE EMPLOYMENT OF MECHANICS AND/OR LABORERS. MINIMUM WAGES, OVERTIME RATE AND FRINGE BENEFITS CERTIFIED HEREIN SHALL BE PAID AND THE SCALE OF WAGES TO BE PAID SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF WORK. THIS DETERMINATION IS THE PROPERTY OF THE ILLINOIS DEPARTMENT OF LABOR AND SHALL NOT BE ALTERED WITHOUT THEIR CONSENT IN WRITING.

RATES FOR THE COUNTY OF COOK

, EFFECTIVE AS OF 12/16/82

NAME OF TRADE	RG	TP	CI	HOURLY LI SI	RATES BASIC FORMN	WKLY HRS	OVERTIME RATE WKOY/SA/SU-HL	HRLY FRINGE RATES WELFR PENSN VACTY
ASBESTOS WRKPS	BLD			18.000	19.000	40.0	2.0 2.0 2.0	1.645 1.325 .000
BOILERMAKERS	BLD			18.400	19.400	37.5	2.0 2.0 2.0	1.400 2.000 .000
BRICKLAYERS	BLD			16.860	17.860	40.0	1.5 1.5 2.0	1.500 1.100 .000
CLNRS,CKRS,PNTS	BLD			15.250	16.000	40.0	1.5 1.5 2.0	1.850 1.100 .000
CARPENTERS	BLD			16.500	17.500	40.0	2.0 2.0 2.0	2.030 1.230 .000
CARPENTERS	HWY			16.500	17.500	40.0	1.5 1.5 2.0	2.030 1.230 .000
CEMENT MASONS	BLD			15.750	16.500	40.0	2.0 2.0 2.0	2.650 1.650 .000
CEMENT MASONS	HWY			15.750	16.500	40.0	2.0 2.0 2.0	2.650 1.650 .000
ELECTRICIANS	BLD			17.550	18.550	40.0	1.5 1.5 2.0	2.020 .010 .000
* PENSN-3% OF GROSS MTHLY LABOR PAYROLL								
ELECTRICIANS	M	BLD		18.100	19.910	40.0	1.5 1.5 2.0	1.000 1.810 .000
* PENSN-3% OF GROSS MTHLY LABOR PAYROLL								
ELVTR CNSTRCTRS	BLD			18.305	20.590	40.0	2.0 2.0 2.0	1.345 1.085 .000
GLAZIERS	BLD			15.500	16.250	40.0	1.5 2.0 2.0	1.030 1.420 .000
FENCE ERECTORS	ALL			11.590	12.590	40.0	2.0 2.0 2.0	1.920 1.365 .000
MACHINERY MVRS	BLD			13.755	14.755	40.0	2.0 2.0 2.0	1.920 2.650 .000
ORN IRON WRKRS	ALL			17.100	17.850	40.0	2.0 2.0 2.0	1.920 1.365 .000
STEEL ERECTORS	ALL			17.680	18.680	40.0	2.0 2.0 2.0	2.040 1.690 .000
LABORERS	BLD			13.650	14.150	40.0	1.5 1.5 2.0	.870 1.300 .000
LABORERS	HWY			13.650	14.150	40.0	1.5 1.5 2.0	.870 1.300 .000
LATHERS	BLD			13.620	14.120	40.0	2.0 2.0 2.0	.755 .695 .000
MACHINISTS	BLD			17.400	18.400	40.0	2.0 2.0 2.0	1.140 .900 .000
OPER. ENGINEERS	BLD	11		17.100	17.600	40.0	2.0 2.0 2.0	1.800 1.650 .800
OPER. ENGINEERS	BLD	21		15.800	16.300	40.0	2.0 2.0 2.0	1.800 1.650 .800
OPER. ENGINEERS	BLD	31		14.200	14.700	40.0	2.0 2.0 2.0	1.800 1.650 .800
OPER. ENGINEERS	BLD	41		12.600	13.100	40.0	2.0 2.0 2.0	1.800 1.650 .800
OPER. ENGINEERS	HWY	11		16.750	17.250	40.0	1.5 1.5 2.0	1.800 1.650 .800
OPER. ENGINEERS	HWY	21		16.200	16.700	40.0	1.5 1.5 2.0	1.800 1.650 .800
OPER. ENGINEERS	HWY	31		15.100	15.600	40.0	1.5 1.5 2.0	1.800 1.650 .800
OPER. ENGINEERS	HWY	41		13.800	14.300	40.0	1.5 1.5 2.0	1.800 1.650 .800
OPER. ENGINEERS	HWY	51		12.650	13.150	40.0	1.5 1.5 2.0	1.800 1.650 .800
OPER. ENGINEERS	HWY	61		9.950	10.450	40.0	1.5 1.5 2.0	.750 .850 .400
WELL DRILLERS	ALL	11		15.850		40.0	1.5 1.5 2.0	1.450 1.350 .000
WELL DRILLERS	ALL	21		14.650		40.0	1.5 1.5 2.0	1.450 1.350 .000
PAINTERS	BLD			14.000		40.0	1.5 1.5 1.5	.675 .750 .000
* HRLY FORE RATE/1 HR EXTRA PAY PER DAY								
PAINTERS (SIGN)	BLD			12.580		40.0	1.5 1.5 2.0	.950 .650 .000
* FORE-\$2.00 DAY OVER REG COMP								
PIPEFITTERS	BLD			18.000	19.000	40.0	1.5 2.0 2.0	1.250 1.700 .000
PLUMBERS	BLD			17.050	18.050	40.0	1.5 2.0 2.0	1.700 1.200 .000
PLUMBERS - TECH	BLD			17.000	18.000	40.0	1.5 1.5 2.0	1.350 .600 .000
PLASTERERS	BLD			15.835	16.335	40.0	2.0 2.0 2.0	1.150 1.200 .000
SPRINKLR FITTRS	BLD			17.580	18.830	40.0	2.0 2.0 2.0	1.700 1.600 .000
ROOFERS COMP.	BLD			16.500	17.250	40.0	1.5 1.5 2.0	1.560 1.150 .000
SHEETML WRKRS	BLD			16.500	17.350	40.0	1.5 1.5 2.0	1.620 1.100 .000
SIGN HANGERS	BLD			12.710	12.960	40.0	2.0 1.5 2.0	1.050 .840 .000
STONE WORKERS	BLD			15.610	16.610	40.0	1.5 1.5 2.0	1.250 1.100 .000
TILE LAYERS	BLD			15.660	17.160	40.0	2.0 2.0 2.0	1.400 1.320 .000
TILE FINISHERS	BLD			13.850		40.0	2.0 1.5 2.0	1.400 .830 .000
TRUCK DRIVERS	ALL	11		14.300		40.0	1.5 1.5 2.0	1.950 1.000 .000
TRUCK DRIVERS	ALL	21		14.550		40.0	1.5 1.5 2.0	1.950 1.000 .000

CONCILIATION AND MEDIATION SERVICE
PREVAILING WAGES FOR CONSTRUCTION TRADES

GROUP
12/16/82

THESE PREVAILING WAGES SHALL BE INCLUDED IN THE ADVERTISED SPECIFICATIONS FOR EVERY CONTRACT TO WHICH ANY PUBLIC BODY, AS DEFINED IN CHAPTER 48, SECTION 39-5, ILL. REV. STAT., IS A PARTY, FOR CONSTRUCTION, RECONSTRUCTION AND/OR REPAIR, INCLUDING PAINTING, REDECORATING AND LANDSCAPING OF PUBLIC BUILDINGS OR PUBLIC WORKS WITHIN THE STATE OF ILLINOIS WHICH REQUIRES OR INVOLVES THE EMPLOYMENT OF MECHANICS AND/OR LABORERS. MINIMUM WAGES, OVERTIME RATE AND FRINGE BENEFITS CERTIFIED HEREIN SHALL BE PAID AND THE SCALE OF WAGES TO BE PAID SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF WORK. THIS DETERMINATION IS THE PROPERTY OF THE ILLINOIS DEPARTMENT OF LABOR AND SHALL NOT BE ALTERED WITHOUT THEIR CONSENT IN WRITING.

RATES FOR THE COUNTY OF COOK

, EFFECTIVE AS OF 12/16/82 *

NAME OF TRADE	AG	TYP	CI	HOURLY RATES		WKLYOVERTIME RATE				HRLY FRINGE RATES		
				LI	SI BASIC FORMN	HRS	WKDY/SA/SU-HL			WELFR	PENSN	VACTN
TRUCK DRIVERS		ALL	31		14.750		40.0	1.5	1.5	2.0	1.950	1.000 .000
TRUCK DRIVERS		ALL	41		14.950		40.0	1.5	1.5	2.0	1.950	1.000 .000
TRUCK DRIVERS	W	ALL	11		15.300		40.0	1.5	1.5	2.0	.000	.000 .000
					1* WELFR \$45.00	PWK /	PENSN \$53.00 PWK					
TRUCK DRIVERS	W	ALL	21		15.450		40.0	1.5	1.5	2.0	.000	.000 .000
					1* WELFR \$45.00	PWK /	PENSN \$53.00 PWK					
TRUCK DRIVERS	W	ALL	31		15.650		40.0	1.5	1.5	2.0	.000	.000 .000
					1* WELFR \$45.00	PWK /	PENSN \$53.00 PWK					
TRUCK DRIVERS	W	ALL	41		15.850		40.0	1.5	1.5	2.0	.000	.000 .000
					1* WELFR \$45.00	PWK /	PENSN \$53.00 PWK					
TRUCKRS-BLD.MAT		ALL	11		14.775		40.0	1.5	1.5	2.0	.000	.000 .000
					1* WELFR \$44.00	PWK /	PENSN \$53.00 PWK					
TRUCKRS-BLD.MAT		ALL	21		15.025		40.0	1.5	1.5	2.0	.000	.000 .000
					1* WELFR \$44.00	PWK /	PENSN \$53.00 PWK					
TRUCKRS-BLD.MAT		ALL	31		15.225		40.0	1.5	1.5	2.0	.000	.000 .000
					1* WELFR \$44.00	PWK /	PENSN \$53.00 PWK					
TRUCKRS-BLD.MAT		ALL	41		15.425		40.0	1.5	1.5	2.0	.000	.000 .000
					1* WELFR \$44.00	PWK /	PENSN \$53.00 PWK					

**Authorization Designating Sites for Renovation, Etc.
for Board of Education Facilities Pursuant to
the Public Building Commission Act.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the designation of sites for renovation, rehabilitation and improvement of various Board of Education facilities pursuant to the Public Building Commission Act.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Public Building Commission Act of the State of Illinois, approved July 5, 1955, as amended, provides a means for acquiring and funding buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago, on March 28, 1956, by Ordinance created the Public Building Commission of Chicago to assist in the acquisition and funding of public buildings, improvements and facilities; and

WHEREAS, On July 12, 1956, the Board of Education of the City of Chicago joined in the organization of the Public Building Commission of Chicago; and

WHEREAS, The Board of Education of the City of Chicago has heretofore participated in a program for the construction of public schools and other educational facilities in cooperation with the Public Building Commission of Chicago; and

WHEREAS, It is now deemed expedient, necessary and desirable by the Board of Education of the City of Chicago to rehabilitate and renovate existing school facilities at various Board of Education sites as indicated herein; and

WHEREAS, By resolution dated November 10, 1982, the Board of Education of the City of Chicago requested that the Public Building Commission of Chicago undertake to plan, fund and construct renovation and improvement of the existing facilities in the various Board of Education projects specified herein; and

WHEREAS, Chapter 122, Article 34, Section 21.1 of the Illinois Revised Statutes grants to the Board of Education of the City of Chicago the authority to lease from the Public Building Commission any real or personal property; and

WHEREAS, The Board of Education will enter into a net lease for this project with the Public Building Commission of Chicago, non-cancellable in any event, under the terms of which the Board of Education will pay such amounts of rent as will amortize all costs and expenditures incurred in connection with the projects, which costs and expenditures will be financed by the issuance of revenue bonds by the Public Building Commission of Chicago, and the principal and interest on which bonds will be amortized in not more than twenty years; and

WHEREAS, The Public Building Commission of Chicago has selected, located and designated the following described areas as sites to be acquired for renovation and improvement of the physical facilities indicated herein; and

WHEREAS, The subject areas are situated wholly within the territorial limits of the City of Chicago, are conveniently located and are of sufficient size to provide appropriate architectural setting and design; and

WHEREAS, Pursuant to Section 14 of the Public Building Commission Act, the Public Building Commission of Chicago has requested that the City Council of the City of Chicago approve said sites so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following-described sites, heretofore selected, located and designated by the Public Building Commission of Chicago, as sites to be acquired for the renovation and improvement of existing Board of Education facilities:

BE-34

O'TOOLE ELEMENTARY SCHOOL
6550 S. Seeley Avenue
(General Rehabilitation)

Lots 1 to 48 and vacated alley adjoining said Lots in Block 42, South Lynne being Vail's Subdivision of the North half of Section 19, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

BE-35

MT. VERNON ELEMENTARY SCHOOL
10540 S. Morgan Street
(Structural Improvements)

Lots 1 to 24 in Block 1 and Lots 1 to 48 in Block 2 in Van Derslices Resubdivision of Baker and MacCouns Addition to Washington Heights being a Subdivision of North East quarter, South West quarter, North East quarter, Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

BE-36

BRENNEMANN ELEMENTARY SCHOOL
4254 N. Clarendon
(Roofing Work)

Lot 22 and vacated street lying east of and adjoining said Lot 22 in School Trustees' Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also

Lots 17 to 20, inclusive, Lots 26 and 27 in Charles U. Gordon's Addition to Chicago, being a Subdivision of Lots 5, 6, 23 and 24 and that part of the vacated street between said lots, in School Trustees' Subdivision of Fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

BE-37

YOUNG, ELLA FLAGG
1434 N. Parkside Avenue
(General Rehabilitation)

Lots 101 to 110, inclusive and vacated alley adjoining said lots in Todd's Subdivision of the South half of the North half of the East half of the North East quarter of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

BE-38
SCAMMON ELEMENTARY
4201 W. Henderson
(General Rehabilitation)

Lots 1 to 14 and vacated alley adjoining said lots in Block 8 in Boldenweck & Madsen's Subdivision of Lots 4 and 5 of County Clerks' Division of that part of South East quarter, Section 22, Township 40 North, Range 13, lying South of Milwaukee Avenue, East of the Third Principal Meridian, in Cook County, Illinois.

Also

Lots 115 to 125 and 135 to 145 and vacated alley adjoining said lots in Haentz's and Wheeler's High School Addition to Irving Park in South East quarter of Section 22, Township 40 North, Range 13, being identical with Lot 6 of County Clerks' Division of that part of South East quarter of Section 22, Township 40, Range 13, lying South of Milwaukee Avenue, East of the Third Principal Meridian, in Cook County, Illinois.

BE-39
TALCOTT ELEMENTARY
1840 W. Ohio Street
(Washroom Restoration)

Lots 70 to 95, North 24 feet of Lots 96 to 100 and alley vacated by Ordinance passed May 3, 1904, in W. E. Doggett's Subdivision of Block 14 in Canal Trustee's Subdivision of the North East quarter of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also

Subdivision Lots 1 to 4 in Ahern's Resubdivision of Lots 96 to 100 (except the North 24 feet thereof) in W. E. Doggett's Subdivision of Block 14 in Canal Trustee's Subdivision of the North East quarter of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

BE-40
STOCKTON ELEMENTARY
4420 N. Beacon Street
(General Rehabilitation)

Lot 252 in Sheridan Drive Subdivision in the Northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian.

Also

The South 10 feet of Lot 251 in the Resubdivision of Lots 249, 250 and 251 in Sheridan Drive Subdivision, aforesaid.

Also

Lots 77 to 84 and vacated alley adjoining said Lots in the Subdivision of the South quarter of the East half of the Northwest quarter (except the East 569.25 feet) in Section 17, Township 40 North, Range 14 East of the Third Principal Meridian.

Also

Lot 60 in Sunnyside Addition to Sheridan Park, in the northwest quarter of Section 17, aforesaid being a subdivision of the south 663 feet of the part of the west half of the northwest quarter East of Clark Street (except streets),

Also

Lots 1 to 7, both inclusive, in A. J. Pruitt's Resubdivision of Lots 36 to 39, both inclusive, and Lots 52 to 59, both inclusive, in Sunnyside Addition to Sheridan Park, aforesaid,

Also

Sub-lots 1 to 10, both inclusive, and vacated alley adjoining said Lots in Robert W. T. Christianson's Resubdivision of Lots 61 to 72, both inclusive, in Sunnyside Addition to Sheridan Park, aforesaid, and all in Cook County, Illinois.

BE-41

CROWN MAGNET SCHOOL
2128 South St. Louis Avenue
(Roofing Work)

Lots 27 to 39, both inclusive, and vacated alley adjoining said Lots in Block 3 in Traver's Subdivision of the east 15.92 acres of the west 30.92 acres of that part of the south east quarter lying south of Ogden Avenue in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Also

Lots 26 to 37, both inclusive, and vacated alley adjoining said Lots in Block 1 in Race and Pearson's Subdivision of the west 15 acres of that part of the west half of the south east quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, lying south of the South Western Plank Road at Ogden Avenue, in Cook County, Illinois.

BE-42

CHALMERS ELEMENTARY
2745 West Roosevelt Road
(Roofing Work)

Lots 6, 7, 8, and the south 97 feet of the north 114 feet of Lots 9 and 10 in Block 2 in Cook and Anderson's Subdivision of the west half of the north east quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (except that part taken for streets),

Also

Lots 1 to 6, inclusive, and alley vacated by Document No. 17075070 in the Subdivision of the south 150 1/2 feet of Lots 9 and 10 in Block 2 in Cook and Anderson's Subdivision, aforesaid.

BE-43

PIRIE ELEMENTARY
650 East 85th Street
(Roofing Work)

All the west half of the northeast quarter of the southeast quarter (except the north 868.0 feet and the west 183.0 feet thereof) of Section 34, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, subject, however, to a 15 foot easement south of and adjoining the south line of the north 868.0 feet of the northeast quarter of the southeast quarter of said Section 34, (except that part taken for streets),

Also

The south 23 feet of the north 891 feet of the west 183 feet of the west half of the northeast quarter of the southeast quarter (except the west 33 feet thereof used for street), in Section 34, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

BE-44

MELODY ELEMENTARY
412 S. Keeler Avenue
(Roofing Work)

Lots 12 to 33, both inclusive, and vacated alley adjoining Lots 16 to 33, in Block 1 in Colorado Second Addition to Chicago, being a subdivision of Lots 3 and 4 in Circuit Court Partition

of the east half of the south west quarter of the north east quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

BE-45
LANE TECHNICAL HIGH SCHOOL
2501 West Addison Street
(Boiler Rehabilitation)

Lot 1 (except the north 33 feet and the east 50 feet thereof taken for streets), in County Clerks Division of unsubdivided Lands in the south east quarter of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

BE-46
MCCOSH ELEMENTARY
6525 South Champlain Avenue
(Roofing Work)

Lots 1 to 50, both inclusive, and vacated alleys adjoining said Lots, in Block 6 in Oakwood Subdivision of the north half of the south half of the north east quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Cook County, Illinois.

BE-47
ADMINISTRATION AND SERVICE CENTER
1819 West Pershing Road
(General Renovation)

PARCEL 1

All that part of the north half of the north east quarter of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point 2008.04 feet west of the east line and 33 feet south of the north line of the said north east quarter of said Section 6; running thence south at right angles to the said last described line, a distance of 500 feet; thence east on a line parallel to said 533 feet south of the north line of the said north east quarter of Section 6, a distance of 600 feet; thence north at right angles to the last described line, a distance of 500 feet to a point 33 feet south of the north line of the said north east quarter of Section 6, thence west along a line parallel to and 33 feet south of the north line of the said north east quarter of Section 6 (being the south line of West 39th Street) a distance of 600 feet to the place of beginning, containing 300,000 square feet more or less, in Cook County, Illinois and

PARCEL 2

All that part of the north half of the north east quarter of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point 2008.04 feet west of the east line and 33 feet south of the north line of the said north east quarter of said Section 6; running thence south at right angles to the said last described line, a distance of 500 feet; thence west on a line parallel to and 533 feet south of the north line of the said north east quarter of Section 6, a distance of 5 feet, thence north at right angles to the last described line, a distance of 500 feet to a point 33 feet south of the north line of the said north east quarter of Section 6, thence east along a line parallel to and 33 feet south of the north line of the said north east quarter of Section 6 (being the south line of West 39th Street) a distance of 5 feet to the point of beginning, in Cook County, Illinois, and

PARCEL 3

Perpetual easement for the purpose of a private driveway created by grant from John A. Spoor, Arthur G. Leonard, and Eugene V. R. Thayer, as trustees of the Central Manufacturing

District under an indenture and Declaration of Trust dated February 1, 1916, and recorded as Document No. 5814222, to the United States of America, dated February 19, 1918, and recorded March 7, 1918, as Document No. 6283265, in the surface only of a strip of land 50 feet in width adjoining Parcel 1 aforesaid on the west and extending from the north line extended to the south line extended of said Parcel 1 (excepting therefrom that part thereof which falls in Parcel 2 aforesaid) in Cook County, Illinois, and

PARCEL 4

All that part of the north half of the north east quarter of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point 1408.04 feet west of the east line and 33 feet south of the north line of the said north east quarter of said Section 6; running thence south at right angles to the last described line, a distance of 500 feet; thence east on a line parallel to and 533 feet south of the north line of the said north east quarter of said Section 6, a distance of 318 feet; thence north at right angles to the last described line, a distance of 500 feet to a point 33 feet south of the north line of the said north east quarter of said Section 6, thence west along a line parallel to and 33 feet south of the north line of the said north east quarter of said Section 6 (being the south line of West 39th Street) a distance of 318 feet to the point of beginning, in Cook County, Illinois, and

PARCEL 5

Perpetual easement for the purpose of a private driveway created by grant from John A. Spoor, Arthur G. Leonard, and Eugene V. R. Thayer, as trustees of the Central Manufacturing District under an indenture and Declaration of Trust dated February 1, 1916, and recorded as Document No. 5814222, to the United States of America, dated January 1, 1920, and recorded January 26, 1920, as Document No. 6723219, in the surface only of a strip of land 40 feet in width adjoining Parcel 4 aforesaid on the east and extending from the north line extended to the south line extended of said Parcel 4, in Cook County, Illinois.

SECTION 2. This ordinance shall be effective immediately on the passage thereof.

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

The Committee on Finance to which had been referred (March 25, 1983) sundry proposed ordinances transmitted therewith to authorize issuance of 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, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--41.

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):

Home.

Center for Human Development.

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

SECTION 1. Pursuant to Section 157-6 of the Municipal Code of Chicago in accordance with favorable investigation by the Board of Health, the following Nursing Home that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the Nursing Home license for the year 1983:

Center for Human Development
Nursing Center (225)
5130 W. Jackson Boulevard
Chicago, Illinois, 60644.

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

Hospitals.

Mercy Hospital and 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 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:

Mercy Hospital and Medical Center
Stevenson Expressway at King Drive.

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

Rehabilitation Institute of Chicago.

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 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:

Rehabilitation Institute of Chicago
No. 345 E. Superior Street.

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

Thorek Hospital and 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:

Thorek Hospital and Medical Center
No. 850 W. Irving Park Road.

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

—
Dispensaries.

Brandecker Rehabilitation Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Brandecker Rehabilitation Center, No. 9451 S. Hoyne Avenue, is hereby exempted from payment of the annual license fee provided for in Section 118-4, for the year 1983.

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

—
*Easter Seal Society of Metropolitan Chicago/
Gilchrist-Marchman Rehabilitation Center.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Easter Seal Society of Metropolitan Chicago/Gilchrist-Marchman Rehabilitation Center, No. 2345 W. North Avenue, 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.

—
Salvation Army Chicago Central Adult Rehabilitation Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Salvation Army Chicago Central Adult Rehabilitation Center, No. 506 N. Desplaines 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.

—
**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 25, 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>
Augustana Hospital No. 2035 N. Lincoln Avenue	B4-200617 (Bldg.)	\$ 57.50

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Bethlehem Lutheran Church No. 9400 S. Bell Avenue	P1-108994 (Fuel Burn. Equip.)	\$ 60.00
Chicago Youth Centers No. 611 W. Adams Street	P1-324312 (Fuel Burn. Equip.)	20.00
Edgewater Hospital No. 5700 N. Ashland Avenue	A1-301601 (Elev.)	506.00
Hales Franciscan High School No. 4930 S. Cottage Grove Avenue	A1-206623 (Elev.)	23.00
Holy Rosary Church No. 614 N. Western Avenue	121660 (Bldg.)	34.50
Mary Crane League/Mary Crane Nursery School No. 2905 N. Leavitt Street	C2-335700 (Refrig.)	36.00
Morgan Park United Methodist Church No. 11030 S. Longwood Drive	B1-120580 (Bldg.)	92.00
Northwest Home for the Aged No. 6300 N. California Avenue	P1-326565 (Fuel Burn. Equip.)	95.00
Northwestern Memorial Hospital (sundry locations)	A1-300393 (Elev.)	136.00
	P1-209900	210.00
	P1-324-800 (Fuel Burn. Equip.)	20.00
Norwegian Old Peoples Home Society of Chicago No. 6016 N. Nina Avenue	A1-301431 (Elev.)	138.00
St. John Fisher Church No. 10200 S. Washtenaw Avenue	P1-001355 P1-109205 (Fuel Burn. Equip.)	120.00 160.00

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--41.

Nays--None.

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

**Allocation of MFT Funds Authorized for Repairs to Division
St. Bridge over North Branch of Chicago River.**

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 \$263,000.00 from the City's share of the Motor Fuel Tax funds for structural repairs to the Division Street Bridge over the N. Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary costs, including the employment of special surveyors, testing engineers, consulting engineers and other persons and the payment of other expenses in connection with the project authorized hereby. This work to be done by day labor or contract at the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, 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 water-distributing system, 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 the Motor Fuel Tax Fund 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. 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.

SECTION 4. 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.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District No. 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, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--41.

Nays--None.

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

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

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--41.

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 warrants, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and warrants are to be drawn in the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular Orders printed on pages 16892
through 16893 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 Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party Orders printed on page 16894 of this Journal.]

Placed on File--A COMMUNICATION CONCERNING SETTLEMENTS AND
JUDGMENTS ENTERED AGAINST THE CITY OF CHICAGO FOR
THE MONTH OF JANUARY, 1983.

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 and judgments entered against the City of Chicago for the month of January, 1983.

(Continued on page 16895)

REPORT DATE 4/06/83
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/31/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANCIULIS	LED S	POLICE OFFICER	SEVENTH DISTRICT	9/10/82 307.00
BECKON	JESSE	POLICE OFFICER	SECOND DISTRICT	6/27/82 140.00
BECIAN	DAVID E	POLICE OFFICER	TENTH DISTRICT	11/28/82 25.00
BRADLEY	BRUCE	POLICE OFFICER	EIGHTH DISTRICT	2/10/82 515.65
BUKIRI	PETER G	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	12/04/81 20.00
CAMGEN	PATRICK T	POLICE OFFICER	SECOND DISTRICT	12/26/81 20.00
CAMPBELL	JOHN	POLICE OFFICER	NINTH DISTRICT	7/13/81 200.00
CAMPBELL	WAYNE C	POLICE OFFICER	FIFTH DISTRICT	2/08/82 557.00
CARVIS	THOMAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/15/81 50.00
CLOTUSZYNSKI	CHESTER	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/18/81 75.00
CORNELISON	JAMES K	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	1/26/82 20.00
COTTON	ISAAC T	POLICE OFFICER	SEVENTH DISTRICT	10/27/82 53.00
COZZI	MICHAEL J	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/06/81 92.00
CROCKER	DANIEL	POLICE OFFICER	THIRTEENTH DISTRICT	10/06/81 59.00
CROSS	JOE L	POLICE OFFICER	INTERSECTION CONTROL UNIT	8/22/82 40.00
DAVEY	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/07/82 183.00
DEASE	JOSEPH	POLICE OFFICER	SEVENTH DISTRICT	5/23/82 56.00
DEJOLA	SALVATORE A	POLICE OFFICER	SIXTEENTH DISTRICT	10/05/82 20.00
DRUGON	RONALD	POLICE OFFICER	INTELLIGENCE SECTION	10/27/82 4.84
ELLIS	LEONARD C	POLICE OFFICER	SECOND DISTRICT	5/20/82 20.00
FAULKNER	ROBERT J	POLICE OFFICER	THIRD DISTRICT	3/24/82 50.00
FERRER	RAMON	POLICE OFFICER	FOURTEENTH DISTRICT	11/16/82 115.00
FISCHER	ARTHUR J	POLICE OFFICER	ENFORCEMENT SECTION	3/11/82 40.00
FLAVIN	JAMES M	POLICE OFFICER	SEVENTH DISTRICT	10/02/81 70.00
FORC	CARL	POLICE OFFICER	FIFTH DISTRICT	9/15/82 40.00
FRANCIS	JUDITH J	POLICE OFFICER	SEVENTEENTH DISTRICT	7/24/81 162.00
GIOVENCO	THOMAS J	POLICE OFFICER	NINETEENTH DISTRICT	9/05/82 20.00
GNIADY	MICHAEL A	POLICE OFFICER	SECOND DISTRICT	2/20/82 60.00
GRACHEN	FRANK	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/10/82 40.00
GRIFFIN	CLIFFORD L	POLICE OFFICER	THIRD DISTRICT	6/14/82 20.00
GRIFFIN	WAYNE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	10/23/82 25.00
GRIVETTI	WILLIAM L	POLICE OFFICER	TENTH DISTRICT	10/26/82 20.00
HANRAHAN	JAMES M	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	9/18/81 50.00
HARVEY	GEORGE J	POLICE OFFICER	FIRST DISTRICT	10/12/81 65.00
HEGWOOD	PENNETT M	POLICE OFFICER	THIRD DISTRICT	5/24/82 5268.69
HIGHAM	JAMES K	POLICE OFFICER	YOUTH DIVISION AREA SIX	1/29/82 170.00
HILL	RUSSELL	POLICE OFFICER	RECRUIT TRAINING	11/08/82 152.00
HINES	MICHAEL	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	8/31/82 40.00
IPPOLITO	DEBRA A	POLICE OFFICER	RECRUIT TRAINING	9/10/82 20.00
JACKSON	WILLIAM A	POLICE OFFICER	THIRTEENTH DISTRICT	8/19/82 3431.00
JACONS	DANIEL L	POLICE OFFICER	FIRST DISTRICT	10/16/81 25.00
KEITH	CLARENCE E	POLICE OFFICER	THIRD DISTRICT	12/22/82 138.00
KEMP JR	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	12/28/82 40.00
KINNAS	JOHN P	POLICE OFFICER	TWELFTH DISTRICT	12/27/82 168.00
KOTZENTIEWSKI	RONALD L	POLICE OFFICER	ELEVENTH DISTRICT	8/10/82 653.00
KOTOWICZ	JAMES F	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	9/18/82 11.00
LECDMPTE	JOHN F	POLICE OFFICER	NINTH DISTRICT	8/20/82 60.00
MADDOEN	MARK J	POLICE OFFICER	ELEVENTH DISTRICT	10/03/82 170.00
MAHONEY	DANIEL G	POLICE OFFICER	RECRUIT TRAINING	10/08/82 98.00

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REPORTS OF COMMITTEES

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REPORT DATE 4/06/83
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/31/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
MARTINEZ	THOMAS	POLICE OFFICER	RECRUIT TRAINING	8/31/82	550.00
MAZURSKI	THOMAS L	POLICE OFFICER	RECRUIT TRAINING	9/02/82	167.00
MCCULLOUGH	MITCHELL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	10/16/82	97.00
MCGARRY	DENNIS W	POLICE OFFICER	RECRUIT TRAINING	9/27/82	2273.33
MCGARVEY	JAMES O	POLICE OFFICER	EIGHTEENTH DISTRICT	9/26/82	25.00
MCHUGH	JOHN M	POLICE OFFICER	FIFTEENTH DISTRICT	11/11/82	241.00
MCLAUGHLIN	WARREN	POLICE OFFICER	SECOND DISTRICT	10/26/82	66.00
MCLENDON	FREDA	POLICE OFFICER	FIFTH DISTRICT	7/03/82	80.00
MCSWEENEY	ROBERT J	POLICE OFFICER	INTELLIGENCE SECTION	9/22/82	459.30
MIMS	LAWRENCE E	POLICE OFFICER	TRAINING DIVISION	4/16/82	996.00
MOORE	JAMES F	LIEUTENANT	TWENTYTH DISTRICT	11/10/82	15.25
MULLIGAN	MICHAEL J	SERGEANT	TENTH DISTRICT	10/26/81	70.00
MURPHY	THOMAS G	POLICE OFFICER	SEVENTEENTH DISTRICT	11/03/81	45.00
MYERS	NILES	POLICE OFFICER	THIRTEENTH DISTRICT	11/24/82	20.00
NAVARRETE	RAQUEL H	POLICE OFFICER	TWELFTH DISTRICT	12/29/82	234.50
NELIGAN	DAVID M	POLICE OFFICER	NINTH DISTRICT	10/26/82	4454.30
NIEDODORSKI	BRUCE R	POLICE OFFICER	SECOND DISTRICT	12/20/82	278.00
PADGURSKIS	DALIA	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/22/82	70.00
PAPPAS	JOHN A	POLICE OFFICER	FOURTEENTH DISTRICT	11/09/81	12.00
PAXTON	ROBERT E	POLICE OFFICER	THIRTEENTH DISTRICT	12/25/82	13.00
REDDICK	HAROLD B	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	11/30/81	432.00
RIECK	JUDITH G	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/13/82	204.00
ROBERTS	JEAN	POLICE OFFICER	SECOND DISTRICT	10/23/82	142.00
ROCK	MICHAEL M	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	7/11/81	45.12
ROMANO	JOHN F	POLICE OFFICER	OHARE SECURITY	8/09/82	371.25
ROSS	KASS S	POLICE OFFICER	ELEVENTH DISTRICT	9/29/81	40.00
RUINKE	GEORGE A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/28/82	40.00
SCHULD	JOHN	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	7/05/81	162.03
SCHULD	PATRICIA	POLICE OFFICER	ELEVENTH DISTRICT	12/13/81	606.60
SCHULTE	PEGGY	POLICE OFFICER	RECRUIT TRAINING	11/17/82	257.00
SHACKELFORD	MILTON	POLICE OFFICER	FIFTH DISTRICT	12/28/81	20.00
SINGH	EDWARD	POLICE OFFICER	TENTH DISTRICT	9/22/82	27.00
SMITH	ARTHUR	POLICE OFFICER	VICE CONTROL SECTION	12/16/82	115.00
SMITH	LAWRENCE H	POLICE OFFICER	SEVENTH DISTRICT	7/15/82	20.00
SORIE	STANISLAW J	POLICE OFFICER	FOURTH DISTRICT	10/23/82	485.00
STEVENS	FLETCHER	POLICE OFFICER	SECOND DISTRICT	10/26/82	100.00
SULLIVAN	JOHN L	POLICE OFFICER	FIFTEENTH DISTRICT	11/22/82	30.00
TESINKSKY	LOUISE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/22/82	359.00
THOMPSON	PATRICK E	POLICE OFFICER	YOUTH DIVISION AREA THREE	7/15/82	20.00
VALENTI	JOHN J	POLICE OFFICER	FIFTEENTH DISTRICT	9/05/82	40.00
VELEZ	LEO	POLICE OFFICER	FOURTEENTH DISTRICT	12/16/82	12.00
VILES	LARRIE F	POLICE OFFICER	FIFTH DISTRICT	11/27/82	67.00
WATERS	ELBERT M	POLICE OFFICER	SECOND DISTRICT	10/31/82	20.00
WILLIAMS	ROY	POLICE OFFICER	TENTH DISTRICT	9/16/82	14595.00
CONNOLLY	JOSEPH	FIREFIGHTER	ENGINE COMPANY 30	5/08/80	51.50
HEALY	PATRICK	FIREFIGHTER	SQUAD 5	10/24/82	105.00
ONEILL	JOHN D	FIREFIGHTER	ENGINE COMPANY 20	7/02/82	132.00
QUINN	JOSEPH	FIREFIGHTER	SQUAD 5	11/14/82	20.00

REPORT DATE 4/06/83
PROGRAM--PF070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/31/83

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADREANI	ALFRED	POLICE OFFICER	NINETEENTH DISTRICT	11/23/82 55.00
BRANKIN	STEPHEN M	POLICE OFFICER	TWELFTH DISTRICT	10/01/82 121.00
COLLIER	RICHARD L	POLICE OFFICER	THIRD DISTRICT	12/04/82 119.00
FITZSIMMONS	JOHN F	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	12/18/82 249.50
GLON	ROBERT L	POLICE OFFICER	FOURTEENTH DISTRICT	11/09/82 2509.00
JOHNSON	LESTER	POLICE OFFICER	FOURTEENTH DISTRICT	9/22/82 132.00
KELLEY	DENIS L	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/05/82 146.00
KING	DAVID R	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/24/82 40.00
KRAUSE	LAWRENCE S	POLICE OFFICER	CRIME LABORATORY DIVISION	12/27/82 76.00
KURZ	LEONARD G	POLICE OFFICER	FOURTEENTH DISTRICT	11/02/82 479.00
KURZYNSKI	JOHN T	POLICE OFFICER	RECRUIT TRAINING	12/16/82 139.00
LETTERI	ANTHONY J	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	10/15/82 77.00
LIVERGOOD	GEORGE P	POLICE OFFICER	SEVENTEENTH DISTRICT	12/11/82 116.00
LYONS	BRIAN J	POLICE OFFICER	SEVENTH DISTRICT	12/09/82 35.00
MACKOWSKI	RAYMOND E	POLICE OFFICER	SEVENTEENTH DISTRICT	11/31/82 216.00
MALCZYK	RONALD	POLICE OFFICER	RECRUIT TRAINING	7/34/82 5302.20
MARTINEZ	JOSE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	10/15/82 295.00
MCNULLEN	JAMES	POLICE OFFICER	EIGHTEENTH DISTRICT	11/20/82 258.00
MORAN	JOSEPH	POLICE OFFICER	CRIME LABORATORY DIVISION	11/19/82 78.50
PATER	PAUL M	POLICE OFFICER	FIFTH DISTRICT	12/30/82 117.00
PELKA	MICHAEL G	POLICE OFFICER	THIRD DISTRICT	8/31/82 241.00
PRZYBOROWSKI	FRANK G	POLICE OFFICER	ENFORCEMENT SECTION	12/11/82 271.00
PRZYBYLINSKI	ROBERT T	POLICE OFFICER	ENFORCEMENT SECTION	12/11/82 69.00
RAGGS	ELDIS	POLICE OFFICER	FIFTEENTH DISTRICT	9/22/82 2983.30
RAMSKI	MITCHELL J	POLICE OFFICER	THIRD DISTRICT	11/20/82 170.00
RINKENBURGER	RICHARD D	POLICE OFFICER	NINTH DISTRICT	12/04/82 218.00
RUIZ	ORACIO	POLICE OFFICER	TWELFTH DISTRICT	11/01/82 368.25
SANCHEZ	RICHARD W	POLICE OFFICER	TWELFTH DISTRICT	11/01/82 295.25
SCHULZ	DONALD E	POLICE OFFICER	FIFTEENTH DISTRICT	12/24/82 75.00
SECUR	ARTHUR J	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/05/82 125.00
SHADWICK	ROGER W	POLICE OFFICER	NINTH DISTRICT	12/04/82 68.00
SMITH	JAMES A	POLICE OFFICER	FIFTEENTH DISTRICT	12/28/82 91.10
THEZAN	LAWRENCE W	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	12/18/82 116.00
THIELMANN	JOSEPH P	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/22/82 20.00
TRACY	GEORGE	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/17/82 169.80
TUNNO	JOSEPH F	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/82 492.50
WASHINGTON	EARL B	POLICE OFFICER	SECOND DISTRICT	9/07/82 100.00
WILLIAMSON	CLARENCE B	POLICE OFFICER	EIGHTEENTH DISTRICT	12/09/82 314.80
ZELAZO	DANIEL	POLICE OFFICER	TWENTIETH DISTRICT	12/29/82 134.00
ZOLLER	FRANCIS R	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/20/82 331.00

(Continued from page 16891)

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

COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL
LANDMARK PRESERVATION.

Chapter 21 of Municipal Code Amended.

The Committee on Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council pass the following proposed *amendatory* ordinance transmitted therewith (which was referred to the committee on March 25, 1983):

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

SECTION 1. That the Municipal Code of the City of Chicago, Chapter 21, is hereby amended by adding the following language at the end of Section 21-64.1 (h):

"This paragraph shall only apply to Chicago Landmarks demolished or substantially destroyed or altered without approval of the City Council or the Commission after the date of the adoption of this paragraph."

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

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--43.

Nays--

Designation of Harris and Selwyn Theaters as
"Chicago Landmarks".

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, March 25, 1983.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation having had under consideration a communication signed by William M. McLenahan, Director of the Commission on Chicago Historical and Architectural Landmarks (referred to your committee on January 18, 1983), to designate the Harris and Selwyn Theaters as Chicago Landmarks, begs leave to recommend that your Honorable Body *Pass*, the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. The City Council accepts, approves and adopts the findings and recommendation of the Commission on Chicago Historical and Architectural Landmarks filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the Harris and Selwyn Theaters be designated Chicago Landmarks.

SECTION 2. The structures known as the Harris and Selwyn Theaters, located on property commonly known as Nos. 180-190 North Dearborn Street, Chicago, Illinois, and legally described as:

Lot 1 and the East Quarter of Lot 2 in Block 35 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque or plaques appropriately identifying said landmarks and to affix said plaque or plaques to the properties designated as Chicago Landmarks in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 5. This ordinance shall take effect on and after the date of its passage.

Action Deferred--ON PROPOSED AMENDATORY ORDINANCE TO
ADD NEW CHAPTER 36.1 TO MUNICIPAL CODE OF CHICAGO.

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report, which was, on motion of Aldermen Natarus, Roti and Barnett *Deferred* and ordered published:

CHICAGO, March 25, 1983.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation, to which was referred on September 15, 1982, a proposed ordinance adding a new Chapter 36.1 Chicago Street Performance Ordinance to the Municipal Code of the City of Chicago, begs leave to recommend that your Honorable Body *Pass*, said amended proposed Ordinance, transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

The proposed *amendatory* ordinance transmitted with the foregoing committee report reads as follows:

Be It Ordained that a new Chapter 36.1 be added to the Municipal Code of Chicago:

Chapter 36.1. Chicago Street Performance Ordinance.

36.1-1 Definitions.

The following terms are defined for the purpose of this Chapter as follows:

(a) "Perform" includes, but is not limited to the following activities: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing and reciting.

(b) "Performer" means an individual who owns a permit issued pursuant to the provisions of this Chapter.

(c) "Public Areas" includes sidewalks, parks, playgrounds, above-ground and underground transit platforms, and all other public ways located in the City of Chicago.

36.1-2 Prohibition.

(a) No person may perform in a public area without having obtained a permit issued under Section 36.1-3 of this Chapter.

(b) Any person who performs in a public area without a permit issued under Section 36.1-3 of this Chapter shall be fined not more than \$25. The proceeds of any such fine shall be directed to the Chicago Council on Fine Arts and used in its administration of this Chapter. Any person paying a fine in excess of \$10 may obtain a permit under Section 36.1-3 of this Chapter without paying a fee therefor if application for such permit is made within 30 days of such payment.

36.1-3 Permit.

(a) A permit shall be issued by the Chicago Council on Fine Arts to each applicant therefor in exchange for a completed application and a fee of \$10 subject to the provisions of Section 36.1-8 of this Chapter.

(b) A completed application for a permit shall contain the applicant's name, address, and telephone number and shall be signed by the applicant.

(c) A permit shall be valid from the date on which it is issued through December 31 of the year in which it is issued; provided, however, that a permit issued in 1982 shall be valid through December 31, 1983.

(d) A permit shall contain the name and permit number of the applicant plus the year in which the permit is valid and any special allowance made by the Chicago Council on Fine Arts pertaining to the permit.

(e) A permit shall be non-transferable.

(f) Upon issuing a permit, the Chicago Council on Fine Arts shall also issue to the performer a printed copy of this Chapter.

36.1-4 Display of Permit.

A performer shall carry a permit on his or her person while performing and shall show it to any police officer of the City of Chicago upon request.

36.1-5. Permitted Performances.

(a) Performances may take place in the following locations:

in public areas, except those excluded by the City Council or the Superintendent of Police pursuant to Section 36.1-7 of this Chapter;

on private property, if the performer has obtained the written permission of the owner of such property or other person with authority to grant such permission with respect to such property; and

in a public area where an authorized fair or public festival is being conducted, if the performer has obtained the written permission of the sponsor of such fair or festival.

(b) A performance may take place at any time on a transit platform if said performance is not audible at any residence; otherwise, performances may take place at the following times.

between the hours of 8:00 A.M. and 10:00 P.M. on Mondays through Thursdays;

between the hours of 8:00 A.M. on Fridays and 1:00 A.M. on Saturdays;

between the hours of 9:00 A.M. on Saturdays and 1:00 A.M. on Sundays; and

between the hours of 10:00 A.M. and 10:00 P.M. on Sundays.

(c) A performer may not use electric or electronic amplification except (as otherwise allowed by the Chicago Council on Fine Arts.

(d) A performer may not block the passage of the public through a public area except as permitted by the sponsor of an event under paragraph (a) of this Section or otherwise allowed by the Commissioner of the Department of Streets and Sanitation. If a sufficient crowd gathers to see or hear a performer such that the passage of the public through a public area is blocked, a police officer may disperse the portion of the crowd that is blocking the passage of the public, but said police officer shall not cause the performer to leave the location.

(e) No performer or group of performers shall perform at a distance of less than 100 feet from another performer or group of performers that already is performing.

36.1-6 Legal Conduct.

(a) A performer may not accept contributions of money or property at a performance nor solicit contributions by way of displaying a sign at said performance, nor should any receptacle be placed on the public way by said performer and/or performers.

(b) A performer who performs under the provisions of this Chapter shall be subject to the provisions of Section 17-4 of the Municipal Code of Chicago and any other applicable Ordinances, by virtue of such performance.

36.1-7 Exclusion of Public Areas.

(a) Upon the written recommendation of the Superintendent of Police or the Commissioner of the Department of Streets and Sanitation, the City Council or any committee thereof to which responsibility is delegated may conduct a public hearing to determine whether a designated public area shall be excluded from further performances.

(b) No public area shall be excluded from performances except:

by majority decision of City Council or its designated committee pursuant to paragraph (a) hereof; or

by decision of the Superintendent of Police in the case of an emergency; provided that no public area may be excluded from performances by the Superintendent of Police under this subparagraph for more than 7 days.

(c) No exclusion of public areas, except as decided by the Superintendent of Police in the case of an emergency, shall be effective until seven days after written notice of said exclusion has been mailed by the Chicago Council on Fine Arts to each performer.

(d) Upon issuing a permit, the Chicago Council on Fine Arts shall also issue to the performer a current and complete list of all public areas in the City of Chicago that have been excluded from performances.

36.1-8 Revocation of Permit.

(a) The Chicago Council on Fine Arts may suspend a permit for not more than 30 days if any information contained in the application therefor is found to be false.

(b) The Chicago Council on Fine Arts may suspend a permit for not more than 60 days or revoke a permit if a performer violates any of the provisions of this Chapter.

(c) After revocation of a permit, the former performer may not obtain a new permit until such date as the Chicago Council on Fine Arts may determine, provided that such date shall not be more than one year after the date of revocation.

(d) No permit may be suspended or revoked unless the Chicago Council on Fine Arts holds a public hearing concerning that suspension or revocation, written notice of which has been given to the performer not less than 7 days prior to said public hearing. Such notice shall set forth the facts constituting the basis for the proposed suspension or revocation.

This ordinance shall take effect from date of its passage.

**Action Deferred--ON PROPOSED ORDINANCE FOR REPEAL OF
CHAPTER 36, SECTION 36-33 OF MUNICIPAL CODE.**

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report, which was, on motion of Aldermen Natarus, Roti and Barnett, *Deferred* and ordered published:

CHICAGO, March 25, 1983.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation, to which was referred on September 15, 1982, a proposed Ordinance repealing Chapter 36, Section 36-33 of the Municipal Code of the City of Chicago, begs leave to recommend that your Honorable Body *Pass* said proposed ordinance, transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

The proposed repealing ordinance transmitted with the foregoing committee report reads as follows:

Be It Hereby Ordained:

Chapter 36, Section 36-33, is hereby repealed.

COMMITTEE ON ECONOMIC DEVELOPMENT.

Conditional Approval Given to Issuance of Industrial Revenue
Bond for the Financing of Project by
Applied Molecular Genetics, Inc.

The Committee on Economic Development submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on January 28, 1983) providing for the issuance of industrial revenue bonds in the amount of \$10,000,000 (which was amended in Committee to \$8,000,000) for the financing of a project by Applied Molecular Genetics, Inc., 1900 Oak Terrace Lane, Thousand Oaks, California, to be constructed in the High Technology Research Park on Chicago's West Side, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

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

Yeas--Aldermen Roti, Bañhett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not exceeding \$10,000,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago for Applied Molecular Genetics, Inc., a California corporation, and has recommended the approval of this Ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such industrial revenue bonds; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$10,000,000 for the purpose aforesaid.

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

**Conditional Approval Given to Issuance of Industrial Revenue Bond of
\$1,000,000 for Financing of Project by Republic Aluminum, Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on January 18, 1983) providing for the issuance of industrial revenue bonds in the amount of \$1,000,000 for the financing of a project by Republic Aluminum, Inc., No. 4040 West Ogden Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of the Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not exceeding \$1,000,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago to be owned by Republic Aluminum, Inc., a corporation organized and existing under the laws of the State of Illinois, to be used by the Company as a manufacturing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, As a requirement of the Tax Equity and Fiscal Responsibility Act of 1982, a public hearing must be held in the City of Chicago on the proposed plan of financing; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not exceeding \$1,000,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published at a time and in the manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of the City Council.

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

**Conditional Approval Given to Issuance of Industrial Revenue Bond of
\$4,300,000 for Construction of Project by The Reliable Corporation.**

The Committee on Economic Development submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on March 9, 1983) providing for the issuance of industrial revenue bonds in the amount of \$4,300,000 for the construction of a project by The Reliable Corporation, No. 1001 W. Van Buren Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (The "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of the Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advise of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not exceeding \$4,300,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago to be owned by The Reliable Corporation, a corporation organized and existing under the laws of the State of Illinois, to be used by the Company and lessees of the Company as an industrial office, warehouse and distribution facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that to take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, As a requirement of the Tax Equity and Fiscal Responsibility Act of 1982, a public hearing must be held in the City of Chicago on the proposed plan of financing, now, therefore,

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

SECTION 1. That the recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not exceeding \$4,300,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published at a time in the manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of the City Council.

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

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.**U. S. Congress Urged to Conduct Hearings Concerning
Repeal of Portion of 10% Withholding Tax Code.**

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, March 25, 1983.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (which was referred on March 9, 1983) calling upon the Congress of the United States to conduct public hearings and take appropriate action to repeal that portion of the U. S. Tax Code which required the withholding of 10% of savings interest as a separate measure and not as an amendment to the Social Security Reform Act of 1983, begs leave to recommend that Your Honorable Body, *Pass*, the said Resolution, as amended, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN PUCINSKI,
Chairman.

On motion of Alderman Pucinski the proposed resolution, as amended, transmitted with the foregoing committee report was *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said resolution as adopted:

WHEREAS, Through its historically validated capitalist philosophy, the United States of America achieved for its citizens a level of prosperity unprecedented in the world history; and

WHEREAS, Derivable from the label with which we identify our socio-economic system is the driving force behind that system, that which fuels the engines of commerce and industry--capital; and

WHEREAS, That most essential capital pool is developed as a consequence of the savings deposits made by the citizens of this country; and

WHEREAS, Despite the importance of developing and sustaining a substantial capital pool through savings deposits, the federal government has, in large measure, failed to adopt policies which would effectively facilitate such capital growth -- a fact evidenced by this country's dismal ranking in terms of the percentage of income saved by its citizens; and

WHEREAS, Our current economic difficulties can only be exacerbated and our future prosperity damaged by the recent revisions of the tax laws which now provide that 10% of savings interest be withheld for federal income tax; and

WHEREAS, This recent revision in the United States Tax Code not only casts a specter upon our future national economic well-being, but also creates severe and unnecessary financial hardships on our citizens by diminishing the compounded interest they would normally earn on their savings; and

WHEREAS, If the federal government can not yet take more effective action to encourage increased savings, it can at least act to keep from discouraging such savings by accepting current legislation urging repeal of the savings interest withholding portion of the tax code--legislation already endorsed by 51 senators and 312 representatives; 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 express our support for the repeal of that portion of the United States Tax Code which requires the withholding of 10% of savings interest and we urge the Illinois Congressional delegation to fully support the repeal legislation currently before the U.S. Congress; and

Be It Further Resolved, That the Congressional leadership agree to immediate hearings and action on this repeal as a separate measure and not as an amendment to the Social Security Reform Act of 1983; and

Be It Further Resolved, That suitable copies of this resolution be prepared and transmitted to the Illinois Congressional delegation and the Congressional leadership.

COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

Ordinances Passed for Grants of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys, to which had been referred (December 27, 1982, January 7, 18 and 28, 1983) sixteen proposed ordinances for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following are said ordinances as passed (the *Italic* heading in each case not being a part of the ordinance):

Grant to American Medical Association.

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

SECTION 1. Permission and authority are hereby given and granted to American Medical Association, a New York corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) subsurface vaults used for storage.

A. Outside dimensions of the north-south vault are one hundred eighteen (118) feet in length by fourteen (14) feet in width, equaling an area of approximately sixteen hundred fifty-two (1,652) square feet. Beginning point of said vault is approximately eighteen (18) feet south of the north line of W. Grand Avenue.

B. Outside dimensions of the east-west vault are one hundred fifty-seven (157) feet in length by eighteen (18) feet in width, equaling an area of approximately twenty-eight hundred twenty-six (2,826) square feet. Beginning point of said vault being approximately one hundred eighty-eight (188) feet west of the west line of N. State Street and continued in a westerly direction

under and along the northerly side of W. Grand Avenue, a distance of one hundred fifty-seven (157) feet, to a point approximately fourteen (14) feet east of the east line of N. Dearborn Street and W. Grand Avenue. Said vaults are attached at basement level to the nine story building known as No. 535 North Dearborn Street.

Said authority herein granted for a period of five (5) years from and after October 26, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Seven Hundred Ninety-one and no/100 Dollars (\$1,791.00) per annum, in advance, the first payment to be made as of October 26, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written

notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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American National Bank, U/T No. 49223.

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank, as Trustee U/T 49223, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated roadway, a steel edged loading platform, and vaulted space, all upon or under the public rights-of-way described below.

1. *Elevated Roadway.* An elevated public roadway, over a north-south eighteen (18) foot public alley shall be maintained to provide access to upper level loading docks. Said elevated roadway is paved, and has a retaining wall approximately four and one-half (4 1/2) feet high, and is constructed of brick with terra cotta coping and terra cotta base line. Dimensions of roadway are approximately three hundred eighty-two (382) feet in length by eighteen (18) feet in width, minus an area of two hundred seventy (270) square feet, equal an area of approximately six thousand six hundred six (6,606) square feet. Said elevated roadway is located one hundred fifty (150) feet east of the east line of N. Canal Street, between the north line of W. Washington Street and the south line of W. Randolph Street, attached to the east side of the building known as No. 111 N. Canal Street, which contains fifteen (15) stories.

2. *Loading Platform.* A concrete steel-edged loading platform shall be maintained with twelve (12) over-head metal rolldown curtain doors, said doors being on grantee property. Said loading platform, used for shipping and receiving, varies in width throughout its length as shown in prints hereto attached, and equals an area of approximately twelve hundred ninety-two square feet. Said loading platform is attached at basement level on the easterly side of the building located at No. 111 N. Canal Street and extends sixty-six (66) feet under the eighty (80) foot right-of-way of W. Randolph Street.

3. *Vaulted Area.* Vaulted Space shall be maintained, containing a heating system and storage space. Dimensions of said space are approximately sixty-nine (69) feet in length, and eighty-eight (88) feet in width, equaling an area of approximately six thousand seventy-two (6072) square feet. Excluded from consideration, however, is an area sixteen (16) feet in length and thirty-eight (38) feet in width (or approximately six hundred eight (608) square feet) that is situated at the southeast corner of the above described vaulted area. An additional area, eleven (11) feet in length and eighteen (18) feet in width, or an area one hundred ninety-eight (198) square feet, shall additionally be utilized by grantee, to provide passage into the above described vaulted area. Thus, total vaulted area hereby privileged for use by grantee equals approximately five thousand six hundred sixty-two (5,662) square feet. Said surface space is located under W. Randolph Street, beginning at a point on the west line thereof eighty-one (81) feet east of the east line of N. Canal Street, and ten (10) feet south of the north line of W. Randolph Street, southerly portions of said space lie beneath private property. Said subsurface space is attached at basement level to the northeasterly end of the building located at No. 111 N. Canal Street, which contains fifteen (15) stories.

All of the above described privileged uses of the public rights-of-way shall be maintained and shall continue to exist by authority herein granted for a period of five (5) years from and after December 8, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Two Hundred Nine and no/100 Dollars (\$6,209.00) per annum, in advance, the first payment to be made as of December 8, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed

by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to American National Bank & Trust Co., U/T No. 50282.

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Co. of Chicago, not individually but as Trustee, U/T No. 50282, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use vaulted areas in conjunction with the building located at No. 30 North Michigan Avenue. Said vaulted areas are described as follows:

Under East Washington Street

Vaulted area shall extend under and along the south portion of East Washington, commencing at the west property line of No. 30 N. Michigan and continuing east a total distance of one hundred sixty two point eight (162.8) feet, at a width of sixteen (16) feet and a depth of eleven point five (11.5) feet.

Under North Michigan Avenue

Vaulted area shall extend under and along the west portion of North Michigan Avenue, commencing at the southwest corner of North Michigan and West Washington and continuing south a total distance of ninety six point five (96.5) feet, at a width of twenty eight (28) feet, and depth of eleven point five (11.5) feet.

The above described vaulted areas, to be used for storage, shall continue to exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand One Hundred Forty-seven and no/100 Dollars (\$4,147.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the

City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures, or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Chicago Executive House.

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

Section 1. Permission and authority are hereby given and granted to the Chicago Executive House, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to

maintain and use as now constructed, a platform with risers, used in connection with a main building entrance. The dimensions of the platform are twenty-three (23) feet eight (8) inches in length, two (2) feet ten (10) inches in width, however, the width of the bottom riser, which is one (1) foot two (2) inches, gives the platform a total width of four (4) feet. The platform is elevated by two (2) nine (9) inch risers, creating an over all height of one (1) foot six (6) inches. Said platform extends four (4) feet from the building line, into the public sidewalk right-of-way of E. Wacker Drive, adjacent to the main entrance of the premises commonly known as No. 71 E. Wacker Drive; for a period of five (5) years from and after March 26, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Fifty-seven and no/100 Dollars (\$457.00) per annum, in advance, the first payment to be made as of March 26, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding.

The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to First Federal Savings and Loan Association of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to First Federal Savings and Loan Association of Chicago, upon the terms and subject to the conditions of this ordinance to maintain and use as now installed a twenty-inch conduit encased in concrete containing three and one-half (3-1/2) inch electric conduits and one (1) one-inch electric conduit diagonally under and across the east-west public alley north of W. 62nd Place at a point one hundred twenty (120) feet west of the west line of S. Kedzie Avenue; for a period of five (5) years from and after March 26, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of March 26, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance

and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to First National Bank of Chicago, Etc.

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

SECTION 1. Permission and authority are hereby given and granted to The First National Bank of Chicago, J. H. Oughton, Jr., and S. E. Parr, Jr., not individually but solely as Co-Trustees under William D. Boyce Trust Agreements dated July 24, 1908, December 29, 1919 and October 8, 1923, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault used for storage and plumbing supplies incidental to the maintenance of the building, under the first north-south 10-foot public alley west of N. Dearborn Street adjoining the premises known as the northwest corner of N. Dearborn Street and W. Illinois Street. Said vault not to exceed one hundred forty-one (141) feet in length, the south seventy-one (71) feet to be ten (10) feet in width and the north seventy (70) feet to be five (5) feet in width, and shall not be more than fifteen (15) feet in depth, and shall have three (3) coal hole covers, each two (2) feet by three (3) feet in size level with the alley grade at said location, for a period of five (5) years from and after December 19, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Twenty-four and no/100 Dollars (\$424.00) per annum, in advance, the first payment to be made as of December 19, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as

the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Franklin Press, Ltd.

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

SECTION 1. Permission and authority are hereby given and granted to Franklin Press, Ltd., upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use vaulted sidewalk space adjacent its property located at No. 720 South Dearborn Street. Said vaulted space shall run under and along both the Dearborn Street and Federal Street property lines of No. 720 South Dearborn; both vaulted spaces shall commence at the Polk Street property line of said property, and shall run northerly therefrom, under the west walk of South Dearborn and under the east walk of South Federal, respectively, a total length of one hundred twenty three point five (123.5) feet, at a width of six (6) feet along Dearborn, and at a width of nine point six (9.6) feet along Federal, at depths that vary between eleven point six (11.6) feet and twenty point six (20.6) feet. Said privileged use of the public rights-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Seventy and no/100 Dollars (\$770.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Dick Goodman d/b/a Andy's Lounge.

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

SECTION 1. Permission and authority are hereby given and granted to Dick Goodman d/b/a Andy's Lounge, upon the terms and subject to the conditions of this ordinance to install, maintain and use a ventilation duct, to be held over the public alley in the rear of his property located at No. 11 East Hubbard Street. Said duct shall be held twelve (12) feet above alley grade, and shall protrude

twenty (20) inches over said alley over a height of ninety (90) feet, at which point said duct is channelled back onto private property. The above described privileged use of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached; which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Ten and no/100 Dollars (\$210.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said

insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Harbor House Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Harbor House Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed vaulted area in conjunction with its property located at No. 3200 North Lake Shore Drive. Said vaulted area, to be used for extension of a basement level parking garage, shall run under and along North Lake Shore Drive a total distance of three hundred thirty-one (331) feet, one (1) inch, at a width of two (2) feet; commencing at the property line of No. 3200 North Lake Shore Drive that abuts West Belmont Avenue, and running to the property line that abuts West Melrose Street. Said vaulted area shall continue to exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Six and no/100 Dollars (\$106.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and

removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to LaSalle National Bank, U/T No. 20770.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, U/T No. 20770, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use an air intake duct over the east/west eighteen (18) foot public alley between W. Randolph and W. Washington, attached to the building known as 110 N. Franklin. Said duct shall be held twelve (12) feet above said alley, protruding over said alley six (6) inches for a height of seven (7) feet, then protruding one (1) foot for a height of twenty five (25) feet. Said privilege shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Laystrom Manufacturing Co.

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

SECTION 1. Permission and authority are hereby given and granted to Laystrom Manufacturing Company, a corporation, upon the terms and subject to the conditions of this ordinance to occupy a portion of the parkway in front of the premises known as No. 3923 W. Palmer Street for the purpose of maintaining a curb recess in order to permit egress and ingress into the property known as No. 3900 W. Palmer Street. Said area to be approximately eight (8) feet in width and thirty-five (35) feet in length or approximately two hundred eighty (280) square feet; for a period of three (3) years from and after December 14, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of December 14, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Park Place Associates.

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

SECTION 1. Permission and authority are hereby given and granted to Park Place Associates, an Illinois Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use the below described privileged uses of the public rights-of-way in conjunction with the property commonly known as No. 150 North Michigan Avenue.

Vaults- Vaulted sidewalk space shall be utilized under and along both the North Michigan Avenue and the East Randolph Street property lines of No. 150 North Michigan Avenue. Said vaulted space along North Michigan shall span one hundred seventy-six (176) feet in length, twenty-three (23) feet in width, and thirteen (13) feet in height. Said vaulted space along East Randolph shall span fifty-four (54) feet in length, fourteen (14) feet in width, and thirteen (13) feet in height.

Caisson Bells- A series of caisson bells shall be used for support of said structure. Said bells shall protrude under the public rights-of-way of North Garland Court and East Randolph Street four (4) feet, over lengths of one hundred sixty-three (163) feet and seventy-three (73) feet, respectively.

Guard Rail- A guard rail shall be used over and along North Garland Court, as a traffic channel. Said rail shall protrude four (4) feet, over a total length of one hundred (100) feet.

Pedestrian Tunnel- A pedestrian tunnel shall be installed under and across East Randolph Street, connecting 150 North Michigan Avenue with the I.C. Tunnel and underground garage. Said tunnel shall span sixty-four (64) feet in length, fourteen (14) feet in width, and eight (8) feet, eleven (11) inches in height.

All of the above described uses of the public rights-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Thousand One Hundred Fifty-seven and no/100 Dollars (\$7,157.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments,

costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Marion Parry, d/b/a A New Leaf, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Marion Parry, d/b/a A New Leaf, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the sidewalk adjacent the property commonly known as No. 1645 North Wells Street. The area will be utilized for the display of seasonal floral merchandise, and shall extend five (5) feet into the public way from No. 1645 North Wells Street, over a length of fifteen (15) feet. This area shall be utilized by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Sixty-three and no/100 Dollars (\$163.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Traders Building Venture.

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

SECTION 1. Permission and authority are hereby given and granted to Traders Building Venture, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use vaulted sidewalk space adjacent its property located at No. 401 South LaSalle Street. Said vaulted space shall exist under and along the Van Buren Street and LaSalle Street property lines of No. 401 South LaSalle Street, described as follows: Under and along West Van Buren Street, said vaulted

space shall run for a total distance of one hundred nine (109) feet, at a width of thirteen (13) feet, and at a depth of eleven (11) feet, six (6) inches, excluding a total of three hundred twelve (312) square feet that are occupied by Commonwealth Edison equipment. Under and along South LaSalle Street, said vaulted space shall run for a total distance of one hundred (100) feet, at a width of eight (8) feet six (6) inches, and at a depth of eleven (11) feet, six (6) inches. Said vaulted areas shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred Thirty-nine and no/100 Dollars (\$939.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration

shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to University of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, an Illinois not for profit corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a network of steam tunnels under and across various City rights-of-way used for the purpose of supplying steam for heating throughout the University of Chicago campus. Said network crosses under the Midway Plaisance and seven City rights-of-way, locations and dimensions are as follows:

Tunnel No. 1 Begins at a point approximately seventy-five (75) feet south of the south line of E. 60th Street, under and along the east side of S. Blackstone, continuing in a northerly direction under and across the thirty-three (33) foot right-of-way of E. 60th Street, approximately twenty-five (25) feet, thence changing to a westerly direction and continuing for approximately two hundred twenty-five (225) feet, outside dimensions of said tunnel being nine (9) feet in height ten (10) feet in width at a depth approximately seven (7) feet, six (6) inches. A section spurring in a northerly direction from a point approximately eighty-five (85) feet from the south line of E. 60th Street, in a northerly direction for a distance of approximately two hundred seventy-five (275) feet under and along the Midway Plaisance No. 1, outside dimensions of said tunnel being approximately nine (9) feet in height five (5) feet in width;

Tunnel No. 2 Under and across sixty-six (66) foot right-of-way of S. Dorchester Avenue twenty-six (26) feet north of north line of E. 60th Street, continuing under and along the Midway Plaisance No. 2 in a westerly direction a distance of approximately eight hundred ninety-five (895) feet thence again changing direction to a northerly direction continuing for a distance of approximately five hundred sixty-seven (567) feet outside dimensions of said tunnel being nine (9) feet in height ten (10) feet in width, at a depth of approximately eight (8) feet continuing;

Tunnel No. 3 Under and across sixty-six (66) foot right-of-way of E. 59th Street, approximately twenty-five (25) feet east of east line of S. Woodlawn Avenue, outside dimensions of said tunnel nine (9) feet in height, ten (10) feet in width, entering into private property;

Tunnel No. 4 Under and across sixty-six (66) foot right-of-way of S. Woodlawn Avenue, into, under and along the Midway Plaisance No. 3 continuing in a westerly direction approximately thirty (30) feet thence changing to a southerly direction and continuing for a distance of approximately fifty (50) feet, outside dimensions nine (9) feet in height, seven (7) feet in width at a depth of approximately seven (7) feet, six (6) inches continuing;

Tunnel No. 5 Under and across the forty-three (43) foot right-of-way of E. 60th Street, approximately twenty-five (25) feet west of the west line of S. Woodlawn Avenue and into private property, outside dimensions of said tunnel nine (9) feet in height ten (10) feet in width, at a depth of approximately four (4) feet, six (6) inches;

Tunnel No. 6 Under and across eighty (80) foot right-of-way of S. University Avenue approximately twenty (20) feet south of south line of E. 60th Street, entering into private property, outside dimensions of said tunnel nine (9) feet in height ten (10) feet in width;

Tunnel No. 7 Under and across eight (80) foot right-of-way of S. Greenwood Avenue, approximately twenty (20) feet south of south line of E. 60th Street, entering into private property, outside dimensions five (5) feet, ten (10) inches in width four (4) feet, two (2) inches in height at a depth of approximately two (2) feet, six (6) inches.

Said privileged used of the public rights-of-way shall exist by authority herein granted for a period of five (5) years from and after April 13, 1983.

The location of said privilege shall be as shown, on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Six Hundred and no/100 Dollars (\$3,600.00) per annum, in advance, the first payment to be made as of April 13, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Paul W. Willis.

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

SECTION 1. Permission and authority are hereby given and granted to Paul W. Willis, an individual, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way for produce display. The area to be so occupied is the area in front of premises known as No. 1541 East Hyde Park Boulevard, under the viaduct at the corner of Lake Park Avenue and Hyde Park Boulevard. Said area shall have a length of one hundred (100) feet and a width of four (4) feet, and shall continue to be so occupied by authority herein granted for a period of three (3) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Insurance Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate

of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

• Orders Passed for Grants of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys to which had been referred (December 8, 15, 27, 1982 and January 7, 18, and 28, 1983) thirty-eight proposed orders for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

On separate motions made by Alderman Barnett *each* of the said proposed orders were *Passed*, by yeas and nays as follows: •

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

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

Grant to American Union Savings & Loan Assn.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to American Union Savings & Loan Assn. to maintain and use an existing canopy over the public right of way in W. Division Street attached to the building or structure located at No. 2601 W. Division Street for a period of three (3) years from and after May 3, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services

and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Barry Condominium Association: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Barry Condominium Association to maintain and use two (2) existing canopies over the public right of way in N. Sheridan Road and W. Barry Avenue attached to the building or structure located at No. 3100 N. Sheridan Road for a period of three (3) years from and after April 22, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 14 feet and 10 feet respectively in length, nor 10 feet and 10 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Bethany Home and Hospital of the Methodist Church: Canopy
(No. 4950 N. Ashland Av.).*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Bethany Home and Hospital of the Methodist Church to maintain and use an existing canopy over the public right of way in N. Ashland Avenue attached to the building or structure located at No. 4950 N. Ashland Avenue for a period of three (3) years from and after November 14, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Bethany Home and Hospital of the Methodist Church: Canopy
(No. 5025 N. Paulina St.).*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Bethany Home and Hospital of the Methodist Church to maintain and use an existing canopy over the public right of way in N. Paulina Street attached to the building or structure located at No. 5025 N. Paulina Street for a period of three (3) years from and after February 25, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 18 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Mr. Julian Bishop: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Mr. Julian Bishop to maintain and use an existing canopy over the public right of way in N. Damen Avenue attached to the building or structure located at No. 4821 N. Damen Avenue for a period of three (3) years from and after December 29, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal

in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Block MDC, Inc., a Texas Corporation, and Madison Associates,
a Texas Partnership: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Block MDC, Inc., a Texas Corporation, and Madison Associates, a Texas partnership to maintain and use an existing canopy over the public right of way in W. Madison Street attached to the building or structure located at No. 3 First National Plaza for a period of three (3) years from and after May 5, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 145 feet in length, nor 4'5" in width: Upon the filing of the acceptance and bond and payment of One Hundred and Seventy and no/100 Dollars (\$170.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Robert L. Brieske d/b/a De Vriendt Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Robert L. Brieske d/b/a De Vriendt Funeral Home to maintain and use an existing canopy over the public right of way in N. Western Avenue attached to the building or structure located at No. 2708 N. Western Avenue for a period of three (3) years from and after March 21, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Cafe Irina: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Cafe Irina to maintain and use canopy over the public right of way in N. Lincoln Avenue attached to the building or structure located at No. 4535 N. Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 3 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Citadel Property Management Corp. as Agent for
Randolph Bldg., Ltd.: Canopies.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Citadel Property Management Corp. as Agent for Randolph Bldg. Ltd. to construct, maintain and use seven canopies over the public right of way in W. Randolph Street attached to the building or structure located at No. 188 W. Randolph Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works

and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 16 feet respectively in length, nor 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of Three Hundred and Fifty and no/100 Dollars (\$350.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Grandma De Leo's Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Grandma De Leo's to maintain and use two canopies over the public right of way in W. Taylor Street and S. May Street attached to the building or structure located at No. 1119 W. Taylor Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 30 feet and 6 feet respectively in length, nor 3 feet and 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Five and no/100 Dollars (\$105.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Laura De Seria: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Laura De Seria to maintain and use an existing canopy over the public right of way in W. Taylor Street attached to the building or structure located at No. 1039 W. Taylor Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 1800 N. Halsted Corporation: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to 1800 North Halsted Corporation to maintain and use an existing canopy over the public right of way in W. Willow Street attached to the building or structure located at No. 808 West Willow Street for a period of three (3) years from and after September 15, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Evans, Inc.: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Evans, Inc. to maintain and use an existing canopy over the public right of way in E. Walton Street attached to the building or structure located at No. 920 N. Michigan Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public

Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Exchange National Bank Under
Trust No. 37812-5: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Exchange National Bank Under Trust No. 37812-5 to maintain and use an existing canopy over the public right of way in N. Western Avenue attached to the building or structure located at No. 2004 N. Western Avenue for a period of three (3) years from and after March 20, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 26 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-one and no/100 Dollars (\$51.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to First Federal Savings and Loan
Association of Chicago: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to First Federal Savings and Loan Association of Chicago to maintain and use canopy over the public right of way in No. 6222 S. Kedzie Avenue attached to the building or structure located at No. 6222 S. Kedzie Avenue for a period of three (3) years from and after February 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to First Federal Savings and Loan
Association of Chicago: Canopy*

Ordered, That the City Comptroller is hereby authorized to issue a permit to First Federal Savings and Loan Association of Chicago to maintain and use canopy over the public right of way in E. Madison Street attached to the building or structure located at No. 65 E. Madison Street for a period of three (3) years from and after January 31, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Golden Nugget Pancake House: Canopies

Ordered, That the City Comptroller is hereby authorized to issue a permit to Golden Nugget Pancake House to maintain and use two existing canopies over the public right of way in N. Lincoln Avenue attached to the building or structure located at No. 2971 N. Lincoln Avenue for a period of three (3) years from and after May 4, 1983 in accordance with plans and specifications filed with the

Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 65 feet and 61 feet respectively in length, nor 6 feet and 6 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Seventy-Six and no/100 Dollars (\$176.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Hamburger Hamlets, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hamburger Hamlets, Inc. to maintain and use an existing canopy over the public right of way in N. Rush and E. Walton Streets attached to the building or structure located at Nos. 931-935 N. Rush Street and Nos. 40-46 E. Walton Street for a period of three (3) years from and after January 9, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 210 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Two Hundred Thirty-five and no/100 Dollars (\$235.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Hanley Dawson Cadillac Company: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hanley Dawson Cadillac Company to maintain and use an existing canopy over the public right of way in N. Rush Street attached to the building or structure located at No. 630 N. Rush Street for a period of three (3) years from and after May 9, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Harris Trust & Savings Bank Executor
of Estate of Else Mueller, Deceased: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Harris Trust and Savings Bank Executor of Estate of Else Mueller deceased, to maintain and use an existing canopy over the public right of way in W. Belmont Avenue attached to the building or structure located at No. 5308 W. Belmont Avenue for a period of three (3) years from and after December 31, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Maury E. Kaufman: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Maury E. Kaufman to maintain and use an existing canopy over the public right of way in N. Kedzie Avenue attached to the building or structure located at No. 4411 N. Kedzie Avenue for a period of three (3) years from and after March 21, 1983 in accordance with plans and specifications filed with the Commissioner

of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Lakeview Trust & Savings Bank
U/T No. 4724: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Lakeview Trust & Savings Bank U/T No. 4724 to maintain and use an existing canopy over the public right of way in N. Ashland Avenue attached to the building or structure located at No. 3330 N. Ashland Avenue for a period of three (3) years from and after March 21, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 24 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Le Cheminee, Inc.:

Ordered. That the City Comptroller is hereby authorized to issue a permit to Le Cheminee, Inc., to maintain and use an existing awning over the public right of way in N. Dearborn Street attached to the building or structure located at No. 1161 N. Dearborn Street for a period of three (3) years from and after January 1, 1983, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said awning not to exceed 5 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of awnings.

*Grant to Lettuce Entertain You Enterprises, Inc.:
Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Lettuce Entertain You Enterprises, Inc., to maintain and use an existing canopy over the public right of way in E. Chestnut Street attached to the building or structure located at Nos. 21-25 E. Chestnut Street for a period of three (3) years from and after January 31, 1983, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Mantis, Ltd.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Mantis, Ltd., to maintain and use an existing canopy over the public right of way in W. Kinzie Street attached to the building or structure located at No. 230 W. Kinzie Street for a period of three (3) years from and after May 5, 1983, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge

of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to National Sporting Goods Association: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to National Sporting Goods Association to maintain and use an existing canopy over the public right of way in E. Superior Street attached to the building or structure located at No. 145 E. Superior Street for a period of three (3) years from and after November 16, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 27 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-two and no/100 Dollars (\$52.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
*Grant to Nelson Brothers Furniture Corporation:
Canopies*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Nelson Brothers Furniture Corp., to maintain and use two existing canopies over the public right of way in W. Grand Avenue and N. California Avenue attached to the building or structure located at Nos. 2750 W. Grand Avenue and 727 N. California Avenue for a period of three (3) years from and after May 4, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 14 feet respectively in length, nor 3 feet and 6 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Howard M. Paterson: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Howard M. Paterson to maintain and use an existing canopy over the public right of way in W. Lawrence Avenue attached to the building or structure located at No. 2118 W. Lawrence Avenue for a period of three (3) years from and after May 3, 1983, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Ragtaggers, Inc.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Ragtaggers, Inc. to maintain and use five canopies over the public right of way in W. 63rd Street attached to the building or structure located at No. 1716 W. 63rd Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal

in Charge of Bureau of Fire Prevention, said canopies not to exceed 15 feet and 12 feet respectively in length, nor 10 feet and 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Renaissance Realty of Roger Park, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Renaissance Realty of Roger Park, Inc. to maintain and use a canopy over the public right of way in N. Sheridan Road attached to the building or structure located at No. 7765 N. Sheridan Road for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sears, Roebuck and Co.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sears, Roebuck and Co. to maintain and use two existing canopies over the public right of way in S. Claremont Avenue and W. 62nd Street attached to the building or structure located at Nos. 6146-6158 S. Claremont Avenue and Nos. 2334-2342 W. 62nd Street for a period of three (3) years from and after March 15, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 130 feet and 109 feet respectively in length, nor 8 feet and 8 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred Eighty-nine and no/100 Dollars (\$289.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Survival Club: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Survival Club to maintain and use two existing canopies over the public right of way in W. Taylor Street and S. May Street attached to the building or structure located at No. 1120 W. Taylor Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 18 feet and 12 feet respectively in length, nor 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Svithiod Singing Club: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Svithiod Singing Club to maintain and use an existing canopy over the public right of way in W. Wrightwood Avenue attached to the building or structure located at No. 624 W. Wrightwood Avenue for a period of three (3) years from and after March 30, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet

in length, nor 26 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Torgill Cinema Corp. - Villa Theatre: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Torgill Cinema Corp. - Villa Theatre to maintain and use an existing canopy over the public right of way in S. Loomis Street attached to the building or structure located at Nos. 1821-1823 S. Loomis Street for a period of three (3) years from and after May 28, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 33 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-eight and no/100 Dollars (\$58.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 2150 Lincoln Park West Corp.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to 2150 Lincoln Park West Corporation to maintain and use an existing canopy over the public right of way in Lincoln Park West attached to the building or structure located at No. 2150 Lincoln Park West for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Edward Vidmar/The Cabinet (Project 1999): Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Edward Vidmar/The Cabinet (Project 1999) to maintain and use a canopy over the public right of way in N. Sheridan Road attached to the building or structure located at No. 6544 N. Sheridan Road for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to M. M. Winter Sports, Inc.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to M. M. Winter Sports, Inc. to construct, maintain and use two canopies over the public right of way in N. LaSalle Street attached to the building or structure located at Nos. 610 and 620 N. LaSalle Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 8 feet and 8 feet respectively in length, nor 5 feet and 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to James Wong: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to James Wong to maintain and use an existing canopy over the public right of way in S. Wabash Avenue attached to the building or structure located at No. 426 S. Wabash Avenue for a period of three (3) years from and after February 27, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 19 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Amendment of Ordinance for Grant of Privilege to Fremar Management Co.

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 (referred on January 18, 1983) for Fremar Management Company, to maintain and use conduits adjacent premises at No. 14 E. Jackson Blvd.; for a period of five (5) years from and after January 1, 1982, be and the same is hereby amended by striking out of Section 1, as printed, the following:

"Fremar Management Company"

and inserting in lieu thereof:

"Arthur N. Bailey and James R. Loomis"

passed by the Council on December 15, 1982, Page 14220. (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 *amendatory* ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuster, Volini, Orr, Stone--43.

Nays--None.

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 on December 15, 1982, Page 14220, granting permission to Fremar Management Company, upon the terms and subject to the conditions of this ordinance to maintain and use conduits adjacent premises at No. 14 E. Jackson Blvd.; for a period of five (5) years from and after January 1, 1982, be and the same is hereby amended by striking out of Section 1, as printed, the following:

"Fremar Management Company"

and inserting in lieu thereof:

"Arthur N. Bailey and James R. Loomis".

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

**Authorization for Construction of Curb-Attached Sidewalks
at Specified Locations.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on December 27, 1982):

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the construction of curb-attached sidewalks at the following locations:

S. Avenue O (west side) from E. 105th St. to E. 103rd St.
E. 105th St. (both sides) from S. Greenbay Avenue to S. Avenue O.

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Consideration Given to Installation of Catchbasin on Southwest
Corner of W. 53rd St. and S. Kilbourn Av.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on November 12, 1982):

Ordered. That the Commissioner of Water and Sewers is hereby authorized and directed to give consideration to the installation of a catchbasin on the southwest corner of W. 53rd Street and S. Kilbourn Avenue.

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Ordinances Passed for Street and Alley Improvements
by Special Assessment.**

The Committee on Local Industries, Streets and Alleys, to which had been referred (on December 8, 1982) thirteen proposed ordinances recommended by the Board of Local Improvements for streets

and alley improvements, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith.

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following are descriptive summaries of the said thirteen improvement ordinances as passed:

*Alley between E. 105th St., E. 106th St., S. Rhodes Av.
and S. Eberhart Av. -- Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 105th Street, E. 106th Street, S. Rhodes Avenue and S. Eberhart Avenue.

*Alleys between E. 118th St., E. 119th St., S. Prairie Av.
and S. Indiana Av., Etc.-- Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 118th Street, E. 119th Street, S. Prairie Avenue and S. Indiana Avenue; also that part of the north-south roadway from a line parallel with and eighteen feet south of the north line of E. 119th Street to the north line of E. 119th Street.

*Alleys between S. Lyman St., W. 31st St., S. Gratten Av.
and S. Loomis St. Etc. -- Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Lyman Street, W. 31st Street, S. Gratten Avenue and S. Loomis Street.

*Alleys between W. 33rd Pl., W. 34th St., S. Ashland Av. and
S. Paulina St., Etc. -- Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 33rd Place, W. 34th Street, S. Ashland Avenue and S. Paulina Street; also that part of the first north-south alley east of S. Paulina Street from a line parallel with and eighteen feet south of the north line of W. 34th Street to the north line of W. 34th Street.

*Alley between W. 38th St., W. Pershing Rd., S. Wallace St. and
S. Lowe Av.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 38th Street, W. Pershing Road, S. Wallace Street and S. Lowe Av.

*Alleys between W. 38th St., W. 38th Pl., S. Sacramento Av. and
S. Albany Av., Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 38th Street, W. 38th Place, S. Sacramento Avenue and S. Albany Avenue; also that part of the north-south roadway first west of S. Sacramento Avenue from a line parallel with and eleven feet north of the south line of W. 38th Street to the south line of W. 38th Street; also that part of the north-south roadway first east of S. Albany Avenue from a line parallel with and eleven feet north of the south line of W. 38th Street to the south line of W. 38th Street; also that part of the north-south roadway first west of S. Sacramento Avenue from a line parallel with and eighteen feet south of the north line of W. 38th Place to the north line of W. 38th Place; also that part of the north-south roadway first east of S. Albany Avenue from a line parallel with and eighteen feet south of the north line of W. 38th Place to the north line of W. 38th Place.

*Alleys between Park No. 307, W. 60th St., S. Massasoit Av. and
S. Menard Av., Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between Park No. 307, W. 60th Street, S. Massasoit Avenue and S. Menard Avenue; also that part of the roadway from a line parallel with and eighteen feet south of the north line of W. 60th Street to the north line of W. 60th Street.

*Alley between W. 87th St., W. 88th St., S. Princeton Av. and
S. Harvard Av., Etc.--Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 87th Street, W. 88th Street, S. Princeton Avenue and S. Harvard Avenue; from the north line of W. 88th Street to the north line of Lot Twenty produced east in Jas. A. Stoddards Subdivision of part of the S 3/4 of the NW 1/4 of the NE 1/4 of Sec. 4-37-14.

*Alleys between W. 47th St., W. 48th St., S. Cicero Av. and
S. LaCrosse Av.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 47th Street, W. 48th Street, S. Cicero Avenue and S. LaCrosse Avenue.

*Alleys between W. 47th St., W. 48th St., S. Keating Av. and
S. Cicero Av., Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys

between W. 47th Street, W. 48th Street, S. Keating Avenue and S. Cicero Avenue; also that part of the north-south roadway from a line parallel with and eighteen feet south of the north line of W. 48th Street to the north line of W. 48th Street; also that part of the east-west roadway from a line parallel with and seventeen feet east of the west line of S. Keating Avenue to the west line of S. Keating Avenue.

*Alley between W. 104th St., W. 105th St., S. Peoria St. and S. Sangamon St.,
Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 104th Street, W. 105th Street, S. Peoria Street and S. Sangamon Street; also that part of the roadway from a line parallel with and twenty-five feet south of the north line of W. 105th Street to the north line of W. 105th Street.

*Alleys between W. 116th Pl., W. 117th St., S. Union Av. and
S. Halsted St., Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 116th Place, W. 117th Street, S. Union Avenue and S. Halsted Street; also that part of the north-south roadway from a line parallel with and eighteen feet north of the south line of W. 116th Place to the south line of W. 116th Place; also that part of the north-south roadway from a line parallel with and eighteen feet south of the north line of W. 117th Street to the north line of W. 117th Street;

*Alley between N. Sauganash Av., N. Ionia Av., N. Forest Glen Av. and
N. Kirkwood Av.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between N. Sauganash Avenue, N. Ionia Avenue, N. Forest Glen Avenue and N. Kirkwood Avenue.

Two Air Right Parcels Vacated for Presidential Towers, Ltd.

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 on December 1, 1980, (C.J. p. 4383) and an opinion dated November 20, 1981, for Presidential Towers, Ltd, vacating two (2) air right parcels over and across part of S. Jefferson Street between W. Madison Street and W. Monroe Street to be used for pedestrian bridges connecting buildings on either side of S. Jefferson Street, (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 ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--43.

Nays--None.

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 parts of the 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 S. Jefferson Street described as follows:

The space above South Jefferson Street enclosed by two horizontal planes, whose elevations with reference to City of Chicago Datum are 29.00 feet and 55.00 feet above Datum, described as follows: Beginning on the east line of South Jefferson Street at a point 118.75 feet south of the south line of West Madison Street, thence west 80 feet, to a point on the west line of South Jefferson Street, said point being 118.71 feet south of the south line of West Madison Street; thence south along the west line of South Jefferson Street 15.00 feet; thence east 80.00 feet, to a point on the east line of South Jefferson Street, said point being 133.75 feet south of the south line of West Madison Street; thence north, along the east line of South Jefferson Street 15.00 feet to the point of beginning, in School Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

also

The space above South Jefferson Street enclosed by two horizontal planes, whose elevations with reference to City of Chicago Datum are 29.00 feet and 55.00 feet above Datum, described as follows: Beginning on the east line of South Jefferson Street at a point 157.75 feet south of the south line of West Madison Street; thence southwest to a point on the west line of South Jefferson Street, said point being 239.71 feet south of the south line of West Madison Street; thence south, along the west line of South Jefferson Street 45.00 feet; thence northeast, along a line which forms an interior angle of 45 degrees 23 minutes with the last described line, 53.38 feet; thence east to a point on the east line of South Jefferson Street, said point being 246.92 feet south of the south line of West Madison Street; thence north, along the east line of South Jefferson Street, 89.17 feet, to the point of beginning, in School Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

said parts of public street are 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 Presidential Towers, Ltd. 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 parts of public street hereby vacated the sum of Seventy-one Thousand Six Hundred and no/100 (\$71,600.00) Dollars which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The ordinance shall take affect and be in force from and after its passage and approval provided that the Presidential Towers, Ltd. shall within 120 days after the passage of this ordinance 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.

COMMITTEE ON LOCAL TRANSPORTATION.

Establishment of Taxicab Stand No. 531.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on March 9, 1983).

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 531

On West Ogden Avenue, along the south curb from a point 20 feet west of the west building line of S. Fairfield Avenue to a point 60 feet west thereof (local lane) 3 vehicles

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 37-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

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

Chicago Transit Authority Memorialized to Install Bus
Passenger Shelter at Specified Location.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on January 28, 1983):

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said order as *Passed*:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the establishment of a "Bus Passenger Shelter" on the southeast corner of W. Root Street and S. Halsted Street.

Establishment of Bus Stand on Portion of S. Michigan Av.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on March 9, 1983).

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

<i>Public Way</i>	<i>Area</i>
S. Michigan Avenue (West Curb)	From the south property line of E. 51st Street to a point 105 feet south thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense."

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

**Chicago Transit Authority Memorialized to Remove Bus Stop on
Portion of E. 31st St.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed order (which was referred to the committee on January 28, 1983).

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to removing the "Bus Stop" from the southwest corner of E. 31st Street and S. King Drive to the northwest corner.

**Chicago Transit Authority Memorialized to Install
Bus Stops at Specified Locations.**

The Committee on Local Transportation submitted reports recommending that the City Council pass two proposed orders transmitted therewith (which were referred to the committee on March 9, 1983) to memorialize the Chicago Transit Authority to give consideration to installation of bus stops at specified locations.

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

*Installation of Bus Stop on Portion of E. 130th St.
and S. Daniel Drive.*

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a "Bus Stop" on the south side of E. 130th Street and S. Daniel Drive.

*Installation of Bus Stop on Portion of E. 130th St.
and S. King Drive.*

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a "Bus Stop" on the south side of E. 130th Street at S. King Drive.

**Bus Passenger Shelter Constructed on Portion
of N. Northwest Highway.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on December 15, 1982):

WHEREAS, The Chicago Transit Board of the Chicago Transit Authority has determined by experience the necessity of erecting shelters for the convenience of bus passengers; and

WHEREAS, The Chicago Transit Authority has selected a site where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

<i>Street</i>	<i>Intersection</i>	<i>Direction</i>	<i>Ward</i>
Northwest Highway	Ozark	NB	41

SECTION 1a. Chicago Transit Authority shall obtain all necessary permits from the City of Chicago's Department of Streets and Sanitation, Bureau of Streets, for work necessary to install and maintain the bus passenger shelter.

SECTION 1b. Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1c. Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when ordered by the City of Chicago's Department of Streets and Sanitation.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--43.

Nays--None.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

*Referred--*PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Mell (33rd Ward)	N. Drake Avenue (east side) at No. 2359 - - 9:00 A.M. to 6:00 P.M.;
Natarus (for Oberman 43rd Ward)	N. Lakeview Avenue (west side) from a point 20 feet north of N. Roslyn Place to a point 70 feet north thereof -- at all times.

*Referred--*PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Evans (4th Ward)	S. Kenwood Avenue from a point 153 feet north of E. 55th Street --northerly;
Kellam (18th Ward)	First east-west alley south of W. 79th Street between S. Washtenaw and S. Talman Avenues -- easterly.

*Referred--*PROPOSED ORDINANCES TO AMEND AREAS FOR MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to amend areas for movement of vehicular traffic to single directions on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Evans (4th Ward)	S. Kenwood Avenue from E. 59th to E. 55th Streets -- northerly (instead of E. Hyde Park Boulevard);
Cullerton (38th Ward)	W. Cornelia Avenue from first alley west of N. Central to N. Austin Avenues -- westerly (instead of from N. Central Avenue).

Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	W. Jackson Boulevard (both sides) between S. Canal Street and S. Wacker Drive;
Martinez (31st Ward)	N. Springfield Avenue, at No. 1502 (except for handicapped); N. Tripp Avenue, at No. 826 (except for handicapped);
Marcin (35th Ward)	W. Patterson Avenue, at No. 4647 (except for handicapped);
Cullerton (for Laurino 39th Ward)	N. Kentucky Avenue (west side), at No. 4816 (except for handicapped);
Pucinski (41st Ward)	W. Berwyn Avenue, at No. 7726 (except for handicapped);
Natarus (42nd Ward)	W. Goethe Street (south side) from N. Clark Street to a point 100 feet east thereof (tow-away zone).

Referred--PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Sawyer (6th Ward)	S. Martin Luther King, Jr. Drive (west side) from E. 96th to E. 99th Streets (tow-away zone) -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
Pucinski (41st Ward)	W. Gregory Street (both sides) at Nos. 7200 and 7300 blocks -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday; N. Octavia Avenue (both sides) at Nos. 5418 to 5500 -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday; N. Octavia Avenue at No. 5500 from W. Gregory Street to W. Higgins Avenue -- 8:00 A.M. to 10:00 A.M. -- Sundays and holidays; N. Odell Avenue (both sides) from Nos. 5500 to 5560 -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;

Natarus (42nd Ward)

N. Oconto Avenue (both sides) from Nos. 5400 to 5448 -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;

W. Grand Avenue (north curb) from N. Kingsbury to N. State Streets --4:00 P.M. to 6:00 P.M. -- Monday through Friday;

W. Grand Avenue (south curb) from N. Kingsbury to N. State Streets --7:00 A.M. to 9:00 A.M. -- Monday through Friday;

E. Grand Avenue (north curb) from N. State Street to N. Streeter Drive --7:00 A.M. to 9:00 A.M. -- Monday through Friday;

E. Grand Avenue (south curb) from N. State Street to N. Streeter Drive --4:00 P.M. to 6:00 P.M. -- Monday through Friday.

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:

*Alderman**Location and Type of Sign*

Shaw (9th Ward)

S. Champlain Avenue and E. 106th Street -- "Stop";

S. Vernon Avenue and E. 105th Street -- "Stop";

Kellam (18th Ward)

Opening in median strip on W. 79th Street between S. California and S. Fairfield Avenues -- "No U Turn" and "No Left Turn";

Stemberk (22nd Ward)

W. 26th Street and S. Trumbull Avenue (east and westbound) -- "2-Way Stop";

W. 31st Street and S. Tripp Avenue (east and westbound) -- "2-Way Stop";

Krystyniak (23rd Ward)

W. 48th Street and S. Harding Avenue -- "Stop";

W. 48th Street and S. Laramie Avenue -- "4-Way Stop";

W. 51st Street and S. Lawndale Avenue -- "4-Way Stop";

W. 52nd Street and S. Kostner Avenue -- "4-Way Stop";

Mell (33rd Ward)

N. St. Louis and W. Belden Avenues -- "4-Way Stop"

Frost (34th Ward)

S. Beverly Avenue and W. 110th Place -- "Stop";

S. Morgan and W. 108th Streets -- "Stop";

S. Morgan Street and W. 109th Place -- "Stop";

S. Morgan Street and W. 110th Place -- "Stop";

Marcin (35th Ward)

N. Bernard Street at W. Altgeld Street (north and southbound) -- "Stop";

Oberman (43rd Ward)

N. Surrey Court at W. Altgeld Street (southbound) -- "Stop".

Referred--PROPOSED ORDERS FOR SURVEYS FOR INSTALLATION
OF VARIOUS SIGNS AND SIGNALS.

Alderman Krystyniak (23rd Ward) presented three proposed orders for surveys for the installation of various signs and signals of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

W. 53rd Street and S. Millard Avenue -- "Stop";

W. 57th Street and S. Oak Park Avenue -- "4-Way Stop";

W. 61st Street and S. Narragansett Avenue -- "automatic traffic control signal".

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 alderman named below respectively, and were *Referred to the Committee on Buildings and Zoning*, as follows:

BY ALDERMAN MELL (33rd Ward)

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 5-1 bounded by

N. Milwaukee Avenue; a line 464 feet southeast of and parallel to W. Francis Place; the alley next southwest of N. Milwaukee Avenue; and W. Francis Place.

BY ALDERMAN DAMATO (FOR ALDERMAN FARINA 36th Ward)

To classify as a B4-1 Restricted Service District instead of an R3 General Resident District the area shown on Map No. 7-N bounded by

W. Belmont Avenue; a line 133 feet west of N. Narragansett Avenue; the alley next south of W. Belmont Avenue; and N. Nagle 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>
Evans (4th Ward)	Sam Bibs
Vrdolyak (10th Ward)	Nancy Perkovic
Krystyniak (23rd Ward)	Faustina B. Valentine
Nardulli (26th Ward)	William J. Kenar, Felix Marin
Mell (33rd Ward)	James N. Cortez
Rittenberg (40th Ward) Lin.	Gladys Melendez and Mr. Rhee and Dok Tun

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO PLACE PLANTERS AT
NO. 200 N. LASALLE ST.

A proposed order to grant permission for the placement of eight planters in front of and alongside the building located at No. 200 N. LaSalle Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN EVANS (4th Ward):

Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

Nos. 703-707 E. 46th Street, and
No. 4617 S. Langley 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:

Nos. 703-707 E. 46th Street, and
No. 4617 S. Langley 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 Evans, the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--43.

Nays--None.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 21 OF MUNICIPAL CODE FOR ESTABLISHMENT OF ZONING REVIEW COMMISSION.

A proposed ordinance to amend Chapter 21 of the Municipal Code of the City of Chicago by the addition of new Sections 21-65 through 21-67 to provide for the establishment of a Zoning Review Commission.--*Referred to the Committee on Buildings and Zoning.*

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to South Chicago Savings Bank to maintain and use an existing canopy attached to the building or structure located at No. 2959 E. 92nd Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN HUELS (11th Ward):

Referred--PROPOSED ORDERS FOR INSTALLATIONS OF SIGNS/SIGNBOARDS.

Three proposed orders for installations of signs/signboards, which were *Referred to the Committee on Buildings and Zoning*, as follows:

Permit to be issued to Outdoor Media, Inc., No. 300 N. State Street -- for installation of sign/signboard at No. 2731 S. Quinn Street (General Advertisers-various copy);

Permit to be issued to Outdoor Media, Inc., No. 300 N. State Street -- for installation of sign/signboard at No. 610 W. 26th Street (General Advertisers-various copy);

Permit to be issued to Zima and Company, No. 7424 Industrial Drive -- for installation of sign/signboard at W. 31st Street and S. Union Avenue (Grocery Station-Chicago Seafood).

Presented by

ALDERMAN MADRZYK (13th Ward):

*Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF
MUNICIPAL CODE PERTAINING TO VEHICULAR
PARKING IN HANDICAPPED ZONES.*

A proposed ordinance to amend Chapter 27, Section 27-309.1 of the Municipal Code of the City of Chicago to ticket and fine vehicles illegally parked in handicapped parking spaces on private property.-
-Referred to the Committee on Traffic Control and Safety.

Presented by

ALDERMAN KELLEY (20th Ward):

*Referred--PROPOSED ORDER FOR INSTALLATION OF
SIGN/SIGNBOARD.*

A proposed order to issue a sign permit to Outdoor Media, Inc., No. 300 N. State Street, for the erection of a sign/signboard located at No. 6915 S. State Street (General Advertisers-various copy).-
-Referred to the Committee on Buildings and Zoning.

Presented by

ALDERMAN STEMBERK (22nd Ward):

Tribute to the Late John Mocek, Jr.

A proposed resolution reading as follows:

WHEREAS, The many friends of John Mocek, Jr. join with his family in grieving his recent and untimely death; and

WHEREAS, John Mocek, Jr. committed over thirty years of his life to serving the citizens of Chicago through his work in the City's Water Department; and

WHEREAS, John Mocek, Jr. characteristically expressed a deep and abiding concern for his colleagues, a commitment recognized through his election and re-election over the last seventeen years to the office of President of the Water Pipe Extension, Bureau of Engineering, Laborers Local Union 1092; and

WHEREAS, The breadth of John Mocek, Jr.'s interests and achievements was also indicated by his involvement in professional baseball--he played for several teams in the Pittsburgh Pirates organization, served as an associate scout for the New York Yankees and was active in the Baseball Pitch and Hit Club, an organization made up primarily of former professional baseball players; and

WHEREAS, Despite his myriad professional and personal commitments, John Mocek, Jr. chose to give even more of himself to his community, acting on his baseball expertise by helping to organize baseball teams and leagues in the Chicago area; and

WHEREAS, A particular focus of Mr. Mocek's community service was the people of the Piotrowski Park area, where for over twenty years he served not only as Chairman of the Lawndale Boys Baseball League but also as Chairman of its Rules Committee and as Equipment Manager; now, therefore,

Be It Resolved, That the Mayor and the City Council, assembled this 31st day of March, 1983, do hereby express our sadness at the death of John Mocek, Jr. and extend our heartfelt condolences to his wife, Betty, his son, John, his daughter, Betty Ann, and to all the other members of his family as well as to the many friends whose lives he has touched; and

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

Alderman Stemberk 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 Stemberk, the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by

ALDERMAN MARZULLO (25th Ward):

Drafting of Ordinance Directed for Vacation of
Specified Public Alley.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the northeasterly-southwesterly 16-foot public alley lying between the east line of S. California Boulevard and the west line of the north-south 16-foot public alley in the block bounded by W. 14th Street, W. Ogden Avenue, S. California Boulevard and S. Fairfield Avenue and all of the east-west 16-foot public alley in the block bounded by W. Ogden Avenue, vacated W. 15th Street, S. California Boulevard, and S. Washtenaw Avenue for the Department of Housing (No. 24-25-83-823); 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 Marzullo, the foregoing proposed order was *Passed*.

Referred--PROPOSED ORDER FOR PERMIT TO
MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to Chicago's Original Bishop's Famous Chili, Inc. to maintain and use an existing canopy attached to the building or structure located at No. 1958 W. 18th Street.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT
CARNIVAL OR STREET FAIR.

Also a proposed order for issuance of a permit to Pappas Amusement Company, No. 7773 S. Komensky Avenue, to conduct a carnival or street fair on S. Wood Street from W. 18th to W. 19th Streets for the period of April 12-24, 1983.--*Referred to the Committee on Traffic Control and Safety*.

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. 1737 N. Humboldt Boulevard,
No. 2616 W. Cortez Street,
No. 822 N. Fairfield Avenue, and
No. 1700 N. Troy Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

No. 1737 N. Humboldt Boulevard,
No. 2616 W. Cortez Street,
No. 822 N. Fairfield Avenue, and
No. 1700 N. Troy Street,

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, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--43.

Nays--None.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT
CARNIVAL OR STREET FAIR.

A proposed order for issuance of a permit to Franklin Delano Roosevelt American Legion Post No. 923, No. 1824 W. Cortland Street, to conduct a carnival or street fair on N. Honore Street from the first alley south of W. Armitage Avenue to W. Cortland Street for the period of August 3-8, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT
ANNUAL ART AND CRAFT SIDEWALK FAIR.

A proposed order to grant permission to the Pavillion for the Arts, Ltd., No. 1529 N. Wells Street, to conduct an Annual Art and Craft Sidewalk Fair on both sides of N. Wells Street between W. North Avenue and W. Schiller Street for the period of June 11-12, 1983.--*Referred to the Committee on Traffic Control and Safety.*

**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 NATARUS (42nd Ward):

Henrotin Hospital, No. 111 W. Oak Street--for remodeling existing building at No. 1025 N. Clark Street.

License Fee Exemptions:

BY ALDERMAN ROTI (1st Ward):

Bethel Day Care Center, No. 1434 S. Laflin Street.

Rush-Presbyterian St. Luke's Medical Center, No. 1753 W. Congress Parkway.

BY ALDERMAN VRDOLYAK (10th Ward):

South Chicago Y.M.C.A. Day Care Center, No. 9101 S. Houston Avenue.

BY ALDERMAN KELLEY (20th Ward):

Harriet M. Harris Center, Y.W.C.A. Child Development Center, No. 6200 S. Drexel Avenue.

BY ALDERMAN SHERMAN (21st Ward):

Brainard Day Care Center (The Salvation Army), No. 8700 S. Laflin Street.

Trinity United Church of Christ, No. 532 W. 95th Street.

BY ALDERMAN CULLERTON for ALDERMAN LAURINO (39th Ward):

Bohemian Home for the Aged, No. 5061 N. Pulaski Road.

Booth Memorial Hospital (The Salvation Army), No. 5060 N. Pulaski Road.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Child Day Care Center, No. 7435 W. Talcott Avenue.

St. Andrew Presbyterian Church Nursery School, No. 7534 W. Berwyn Avenue.

BY ALDERMAN NATARUS for ALDERMAN OBERMAN (43rd Ward):

Grant Hospital, No. 530 W. Webster Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN EVANS (4th Ward):

Hales Franciscan High School, No. 4930 S. Cottage Grove Avenue--building inspections.

BY ALDERMAN NATARUS for ALDERMAN OBERMAN (43rd Ward):

Lincoln Park Rehabilitation Center, sundry locations--building inspections.

Water Rate Exemptions:

BY ALDERMAN CULLERTON for ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva-Chicago, No. 3535 W. Foster Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Y.M.C.A., No. 1515 N. Halsted Street.

Y.M.C.A., No. 755 W. North Avenue.

Refund of Fees:

BY ALDERMAN ROTI (1st Ward):

Rush-Presbyterian St. Luke's Medical Center, No. 1753 W. Congress Parkway--refund of hospital license fee.

BY ALDERMAN NARDULLI (26th Ward):

Inner City Impact, Nos. 2704-2710 W. North Avenue--refund of building permit.

BY ALDERWOMAN VOLINI (48th Ward):

Rush-Presbyterian St. Luke's Medical Center, No. 6130 N. Sheridan Road--refund of hospital license fee.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (March 25, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, March 25, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Approve* said printed Official and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Authorization Given For Issuance of Chicago-O'Hare International Airport General Airport Revenue Bonds.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of March 25, 1983, pages 16577-16656, recommending that the City Council pass a proposed ordinance authorizing the issuance of Chicago-O'Hare International Airport General Airport Revenue Bonds.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuller, Volini, Orr, Stone--41.

Nays--None.

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

Alderman Frost then moved that the Record show that the said ordinance was passed at 3:12 P.M. and transmitted to the Mayor for signature.

[Chicago-O'Hare International Airport General Airport
Revenue Bond Ordinance is printed on pages 16965
through 17042 of this Journal.]

First Supplemental Ordinance Authorized For Issuance of Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and Series B.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of March 25, 1983 pages 16578, 16657-16699, recommending that the City Council pass a proposed ordinance authorizing a First Supplemental Ordinance for issuance of Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and Series B.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuller, Volini, Orr, Stone--41.

Nays--None.

(Continued on page 17043)

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 or 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.

(Continued from Page 16964)

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

Alderman Frost then moved that the Record show that the said ordinance was passed at 3:14 P.M. and transmitted to the Mayor for signature.

[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 17044 through 17086 of this Journal.]

**Authority Granted to Negotiate For Sale and Acquisition of
Properties at Chicago-O'Hare International Airport
Between State, Tollway Authority and City.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of March 25, 1983, pages 16578, 16700-16701, recommending that the City Council pass a proposed ordinance granting authority to negotiate for sale and acquisition of properties at Chicago-O'Hare International Airport between the State, Tollway Authority and City.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuller, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

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.

(Continued on page 17087)

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

<u>CAPITAL PROJECT</u>	<u>REFERENCE CODE</u>
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	
<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 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 herein-after 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.

March 31, 1983

UNFINISHED BUSINESS

17071

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 _____

March 31, 1983

UNFINISHED BUSINESS

17081

SCHEDULE A

UNITED STATES GOVERNMENT SECURITIES SECURED HEREBY

Maturity
Dates

Type of
Obligations

Principal
Amounts

Interest
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 CONTINENTAL 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:

Secretary

By: _____

President

(Continued from Page 17043)

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 17088 of this Journal.]

**Authorization Granted for Issuance of City Construction
Loan Notes, Series 1983 and Execution of Related
Documents Necessary for Presidential Towers
Project.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of March 25, 1983, pages 16702-16707, recommending that the City Council pass a proposed ordinance authorizing the issuance of City Construction Loan Notes, Series 1983 and execution of related documents necessary for Presidential Towers Project.

Alderman Frost then introduced the following amendments.

Sections 3.4 and 7.8 of the Financing Agreement attached to the Finance Committee report deferred on March 25, 1983 and published on pages 16702-16707 of the Journal of the Proceedings are hereby amended to read as follows:

Section 3.4 Sufficiency of Building Loan Fund; City Loan Fund; City Loan. (A) The City does not make any warranty, either express or implied, that the moneys deposited into the Building Loan Fund and available for payment of the cost of the Development will be sufficient to pay all of the cost thereof. The Owner agrees that if after disbursement of all the moneys in the Building Loan Fund, the Owner or the Mortgagor should pay any Development cost relating to the Development, neither the Owner nor the Mortgagor shall be entitled to any reimbursement therefor from the City, the Trustee or the holders of the Notes, except in accordance with this Section 3.4.

(B) When the Notes, the fees, charges and expenses of the Trustee and any other amounts required to be paid under the Indenture have been paid in full and the Notes are no longer outstanding, the City shall retain the sum of \$2,383,500 out of the amounts remaining in any Fund or Account (as these terms are defined in the Indenture) under the Indenture and the City shall distribute the balance of such amounts (the "City Loan Fund") as herein provided. If there are Owner costs and Expenses (as defined in the Indenture), the City shall loan to the Owner (the "City Loan") solely out of City Loan Funds, an amount equal to such Owner Costs and Expenses or such lesser amount as may be available. Except as provided in subparagraph (D) below and subject to the requirements of FHA, the City loan and interest thereon shall be payable at the maturity of the Mortgage Loan (whether by acceleration or otherwise) or on the date of the sale or refinancing of the development out of Sale or Refinancing Proceeds, whichever shall first occur. The City Loan shall bear simple interest at the rate of 2% per annum. For purposes of this Section, "Sale or Refinancing Proceeds" means the net proceeds of refinancing or of sale or other disposition of the Development, after deducting any expenses incurred in connection therewith and after application of any of such proceeds toward payment of any other indebtedness relating to the Development, including the Mortgage Loan, and after deducting the amount of the capital contributions made to the Owner, and before any further distributions or payments to partners of the Owner.

If there are no Owner Costs and Expenses or if any amounts remain in any Fund or Account under the Indenture after the City Loan is made, such amounts shall be retained by the City and used by the City for any public purpose relating to housing.

(Continued on page 17089)

(Continued from page 17087)

(C) The Owner shall furnish to the City, prior to the time of making of the City Loan, executed copies of all agreements executed by the Owner and/or its partners in connection with the raising of equity capital by the sale or syndication of interests in the owner.

(D) The Owner shall deliver to the City within 150 days after the Owner has received all cash capital contributions to be made to the Owner in connection with the syndication described in subparagraph (C) above, a certificate from the Accountant (as defined in the Indenture) setting forth the aggregate Developer's Fees (defined below) paid by the Owner for the period through the date of the receipt by the Owner, of the final installments of such cash capital contributions. If such certificate indicates that the aggregate amount paid as Developer's Fees exceeds \$4,000,000 the Owner shall concurrently with the delivery of such certificate pay to the City the lesser of (i) an amount equal to such excess, to be applied first to the payment of unpaid accrued interest on the City Loan, and the balance to principal, or (ii) the unpaid accrued interest and principal of the City Loan. "Developer's Fee" shall mean all fees paid directly or indirectly to partners of the Owner or partners of Madison Canal or McHugh Levin, except fees paid to the Contractor (as defined in the Indenture) in connection with construction of the Development, and fees paid for services rendered in connection with the management or leasing of the Development.

Section 7.8. Limited Liability of Owner Except for the obligations of the Owner pursuant to Section 3.4(D) hereof, the obligations of the Owner contained in this Agreement shall be limited obligations payable solely from the income and assets of the Owner and no limited or general partner of the Owner shall have personal liability for the satisfaction of any obligation of the Owner or claim arising out of this Agreement against the Owner. Nothing in this Section 7.8 shall limit the liability of Madison Canal and McHugh Levin pursuant to the provisions of Sections 4.3 and 5.10 hereof.

Section 5.09 of the Indenture of Trust attached to the Finance Committee report deferred on March 25, 1983 and published on pages 16702-16707 of the Journal of the Proceedings is hereby amended to read as follows:

Section 5.09. Amounts Remaining in Any Fund or Account. Any amounts remaining in any Fund or Account after the payment in full of the Notes, the fees, charges and expenses of the Trustee and any other amounts required to be paid hereunder, shall be made available to the Owner under the terms described in Section 3.4 of the Financing Agreement to provide funds for Owner Costs and Expenses.

On motion of Alderman Frost the foregoing amendments were *Adopted*.

Alderman Bloom then moved to re-refer the said proposed ordinance.

Alderman Vrdolyak moved to *Lay the Motion on the Table*.

The motion *Prevailed*, by yeas and nays as follows:

*Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Streeter, Kellam, Sheahan, Sherman, Stemberk, Marzullo, Nardulli, Ray, Martinez, Gabinski, Mell, Marcin, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Stone--31.

Nays--Aldermen Evans, Bloom, Brady, Barden, Krystyniak, Carothers, Davis, Frost, Volini, Orr--10.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Damato, Cullerton, Natarus, Merlo, Clewis, Schuller, Stone--36.

Nays--Aldermen Evans, Bloom, Barden, Pucinski, Volini, Orr--6.

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

The following is said ordinance as passed:

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

WHEREAS, On 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 to 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 City 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.]

Chapter 194A of Municipal Code Amended Concerning Waterways.

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 Proceedings of March 9, 1983, pages 16359-16361, recommending that the City Council pass a proposed ordinance to amend Chapter 194A of the Municipal Code concerning Waterways.

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

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schultzer, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago, Chapter 194A, be amended by deleting certain language contained, in brackets below, and by adding certain language, in Italics as follows:

11.11-1 Applicability. For the purpose of this zoning ordinance, all development of land for air rights which fulfills one or more of the following criteria set forth in sub-sections (a) through [(o)] (q) hereof, are required to follow the provisions relating to planned developments set forth in this zoning ordinance.....

SECTION 2. That the Municipal Code of Chicago, Chapter 194A, be amended by adding a new section to Article 11, in Italics, immediately following Section 11.11-1(m) as follows:

(n) The development of land which is adjacent to any waterway and which consists of one (1) acre or more, net site area, or has a water frontage of two hundred (200) feet or more, shall be permitted only when processed as a planned development subject to the provisions herein; provided however, that any such development meeting neither of these criteria, but having one hundred (100) feet or more of water frontage or consisting of ten thousand (10,000) square feet or more of area may be considered for a planned development upon application subject to the provisions herein; such waterways shall include: Chicago River Main Branch, Chicago River North Branch and North Branch Canal, Chicago River South Branch and South Fork of the South Branch, North Shore Channel, Chicago

Sanitary and Ship Canal, Calumet River and Lake Calumet, Little Calumet River, Grand Calumet River, Wolf Lake, and Des Plaines River; further provided however, that residential structures containing not more than three dwelling units shall be exempt from this provision.

SECTION 3. That the Municipal Code of Chicago, Chapter 194A, be amended by deleting certain language contained, in brackets below, and adding certain language, in Italics as follows:

[(n)] (o) The development of land which is an expansion or renovation of an existing use and which, if a new development, would be permitted only as a planned development, but which does not increase any applicable determining criteria set forth in sub-sections (c) through [(m)] (n) shall not be required to be processed as a planned development, but may be processed as a planned development if it meets the minimum criteria of sub-sections (c) through [(m)] (n) herein.

[(o)] (p) The development of land which is an expansion or renovation of an existing use and which, if a new development, would be permitted only when processed as a planned development, and which includes an increase in any applicable determining criteria set forth in sub-sections (c) through [(m)] (n) hereof, shall be permitted only when processed as a planned development subject to the provisions herein.

[(p)] (q) The erection, construction or establishment of a Radio Tower, Television Tower, or Earth Station Receiving Dish..... shall be permitted only when processed as a planned development. (Added Council Journal 5-5-82, p. 10633.)

SECTION 4. That the Municipal Code of Chicago, Chapter 194A, be amended by adding a new section to Article 11, in Italics, immediately following Section 11.11-2(k) (6) as follows:

(1) The beauty, amenity, economic potential, recreation value and environmental quality of Chicago's waterways should be protected and enhanced by developing more attractive relationships between land and water. In the development of land adjacent to waterways, a planned development should:

- (1) Provide public waterfront paths, plazas, overlooks, esplanades and access points where appropriate.*
- (2) Include provisions for landward connections to maintain continuity and linkage with nearby public edge improvements at locations of active commercial/industrial waterfront activities.*
- (3) Provide adequate setbacks for bulk storage facilities to prevent littering or leaching of pollutants into the waterways.*
- (4) Include stabilizing treatments for waterway edges with landscaping screening for visual relief and safety provisions for landside and waterside users.*
- (5) Provide boat landings and/or water oriented commercial facilities where appropriate and feasible.*

SECTION 5. That the Municipal Code of Chicago, Chapter 194A, be amended by deleting certain language contained, in brackets below, and by adding certain language, in Italics as follows:

[(l)] (m) The impact on basic environmental resources of land, air and water, including the protection of animals, birds, fish and plants.

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

**Chicago Zoning Ordinance Amended to Reclassify
Particular Areas.**

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 Proceedings of March 9, 1983, pages 16361-16364, recommending that the City Council pass twelve proposed ordinances (under separate committee reports), for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Vrdolyak moved to *Concur* in the committee's recommendations and *each* of the twelve proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

*Reclassification of Area Shown on Map
No. 1-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-3 General Service District symbols and indications as shown on Map No. 1-G in the area bounded by:

the alley next north of and parallel to W. Madison Street; N. Ogden Avenue; W. Madison Street; and N. Ashland Avenue,

to those of a C2-3 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-6 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

the north side of W. Congress Parkway; S. LaSalle Street; a line approximately one foot south of and parallel to the southern edge of W. Congress Parkway; and a line approximately 210 feet west of and parallel to S. LaSalle Street,

to those of a B6-7 Restricted Central Business District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 6-J
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by:

a line 190 feet north of W. 26th Street; S. Millard Avenue; a line 95 feet north of W. 26th Street; and the alley next west of S. Millard Avenue,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development No. 245 symbols and indications as shown on Map No. 7-G in the area bounded by:

W. Altgeld Avenue; a line 142.38 feet east of N. Southport Avenue; a line 156 feet south of W. Altgeld Avenue; a line 135.48 feet east of N. Southport Avenue; W. Fullerton Avenue; and N. Southport Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. *Be It Further Ordained* that the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications herein above established in the area above described to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 3. *Be It Further Ordained* that the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications herein above established to the designation of a Residential-Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Plan of Development printed on pages 17100 through 17106
of this Journal.]

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

Reclassification of Area Shown on Map No. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail Service District symbols and indications as shown on Map No. 8-F in the area bounded by:

W. 35th Street; alley next east of and parallel to S. Halsted Street; a line 72 feet south and parallel to W. 35th Street; and S. Halsted Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-H

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 9-H in the area bounded by:

the alley next north of and parallel to W. Roscoe Street; N. Damen Avenue; W. Roscoe Street; and N. Hoyne Avenue,

to those of a B1-1 Local Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-M in the area bounded by:

W. Addison Street; N. Marmora Avenue; the alley next south of and parallel to W. Addison Street; and a line 88 feet 4 3/8 inches west of and parallel to N. Marmora Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 11-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 and B4-5 Restricted Service and B5-4 General Service Districts symbols and indications as shown on Map No. 11-G in the area bounded by:

W. Sunnyside Avenue; the alley next east of N. Broadway; a line from a point 256.45 feet south of W. Sunnyside Avenue as measured along the east line of the alley east of N. Broadway to a point 300 feet south of W. Sunnyside Avenue and 67.24 feet west of N. Sheridan Road; a line from a point 300 feet south of W. Sunnyside Avenue and 67.24 feet west of N. Sheridan Road to a point 350 feet south of W. Sunnyside Avenue and 55.86 feet west of N. Sheridan Road; a line from a point 350 feet south of W. Sunnyside Avenue and 55.86 feet west of N. Sheridan Road to a point 400 feet south of W. Sunnyside Avenue and 44.48 feet west of N. Sheridan Road; a line 400 feet south of W. Sunnyside Avenue; N. Sheridan Road; the alley next north of W. Montrose Avenue; a line 430 feet east of N. Sheridan Road; W. Montrose Avenue; N. Sheridan Road; a line 204 feet south of W. Montrose Avenue; the alley next east of N. Kenmore Avenue; W. Montrose Avenue; and N. Broadway,

(Continued on page 17107)

INSTITUTIONAL-RESIDENTIAL PLANNED DEVELOPMENTPLAN OF DEVELOPMENTSTATEMENTS

1. The Area herein designated as the "Institutional-Residential Planned Development" is controlled by LaSalle National Bank and Trust Company under trust agreement No.100565, dated January 15, 1979. The exclusive beneficiaries of that trust are William L. Levy, Rudolph Tessler and David Tessler.
2. Off-street parking and loading facilities shall be provided in compliance with this Institutional-Residential Planned Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.
3. All applicable official reviews, approvals and permits required shall be obtained by the Applicant.
4. Dedication or vacation of streets, alleys and easements or adjustments to right-of-ways or consolidation or resubdivision shall require a separate submittal on behalf of the Applicant and approval by the City Council.

APPLICANT: LaSalle National Bank and Trust Company
Trust No. 100565, dated January 15, 1979.
ADDRESS: 2437 North Southport
Chicago, Illinois
DATE: October 4, 1982

5. The uses of the area delineated as an Institutional-Residential Planned Development will consist of a healthcare facility containing skilled care nursing home beds, studio apartments for the elderly, an adult day care center, home health care offices, emergency medical facilities, activity and therapy rooms, shops, doctors' offices, a chapel, dining facilities and other related and accessory uses. The facility will be devoted to nursing care, housing of the elderly, and the activities related to the operation and administration of such a facility.
6. Any and all service drives or other ingress and egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago.
7. Identification signs shall be permitted within the Institutional-Residential Planned Development subject to the review and approval of the Department of Buildings and the Department of Planning.
8. The information contained in the tables and maps attached hereto provide data concerning the generalized plan of land use for the subject area.

APPLICANT: LaSalle National Bank and Trust Company,
Trust No. 100565, dated January 15, 1979.
ADDRESS: 2437 North Southport
Chicago, Illinois
DATE: October 4, 1982

These exhibits demonstrate that the development shall be in compliance with the Institutional-Residential Planned Development classification and with the intent and purpose of the Chicago Zoning Ordinance.

9. The Institutional-Residential Planned Development herein outlined, and as set forth in the exhibits attached hereto, is subject to the "Rules, Regulations and procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of Planning.

APPLICANT: LaSalle National Bank and Trust Company,
Trust No. 100565, dated January 15, 1979.
ADDRESS: 2437 North Southport
Chicago, Illinois
DATE: October 4, 1982

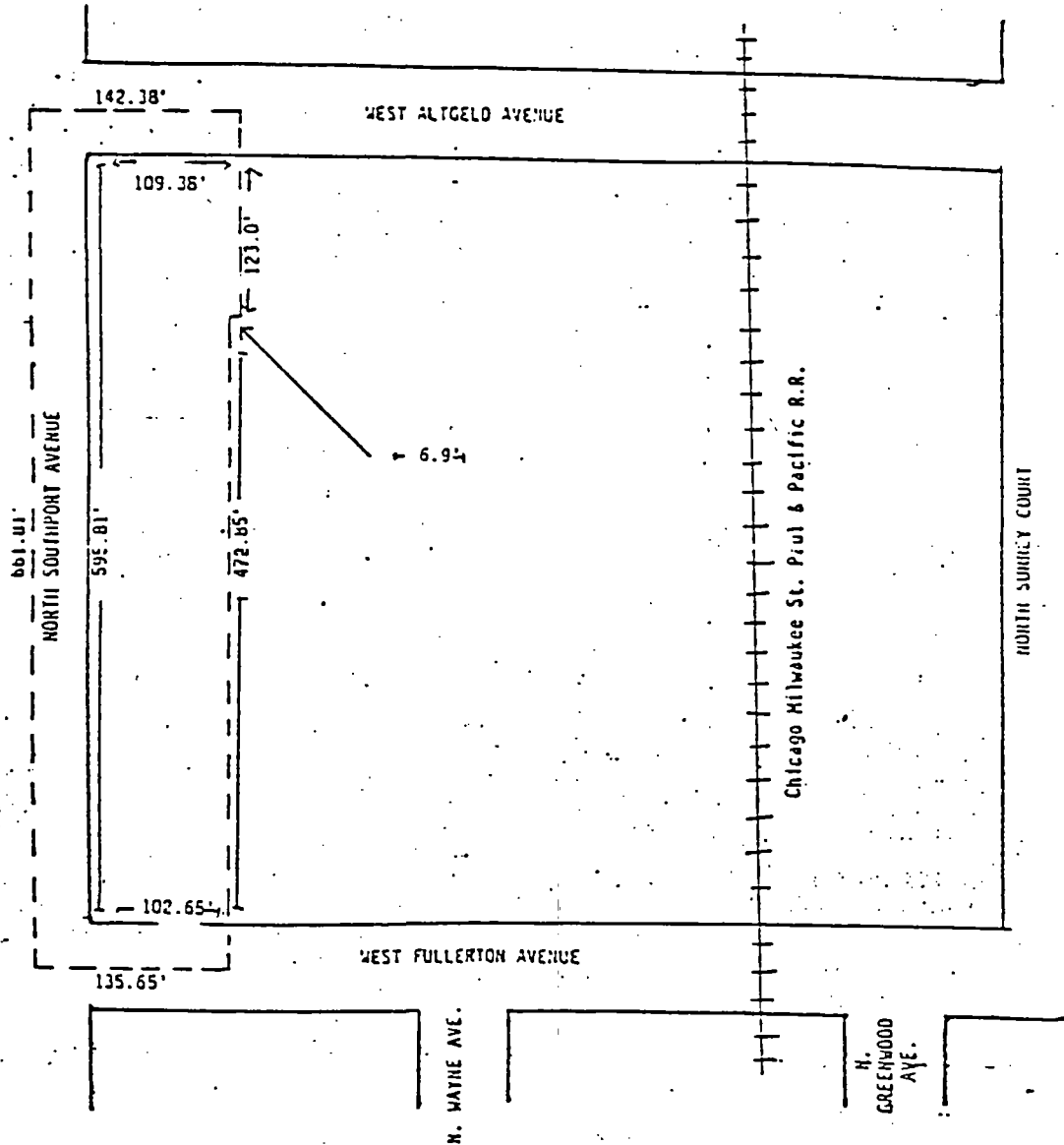
March 31, 1983

UNFINISHED BUSINESS

17103

INSTITUTIONAL-RESIDENTIAL PLANNED DEVELOPMENT

Property Line Map and Right of Way Adjustments



--- Institutional-Residential Planned Development Boundary

Applicant: LaSalle National Bank and Trust Company Trust No. 100565, dated January 15, 1979
Address: 2437 North Southport
Chicago, Illinois
Date: October 4, 1982

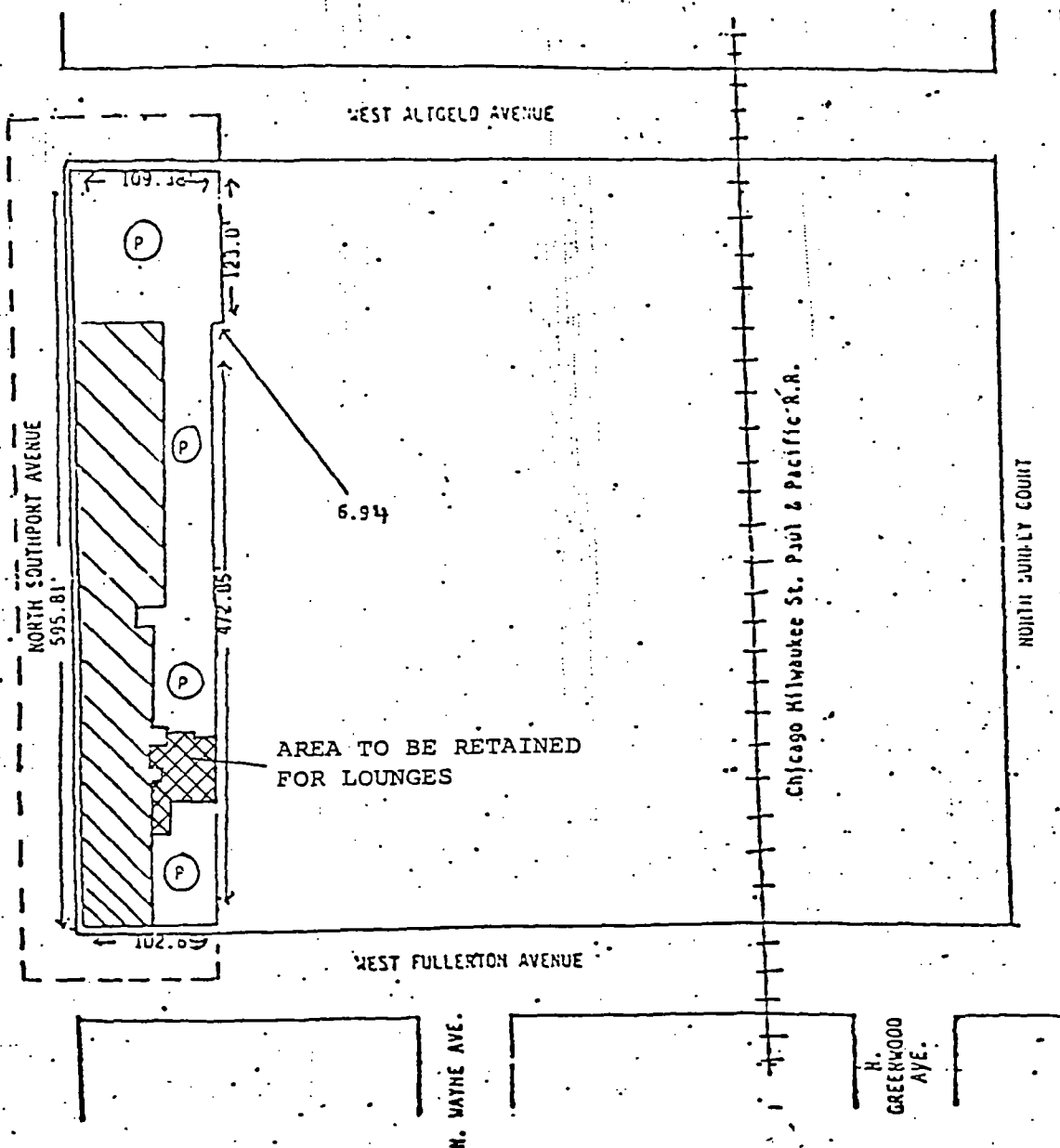
March 31, 1983

UNFINISHED BUSINESS

17105

INSTITUTIONAL-RESIDENTIAL PLANNED DEVELOPMENT

Generalized Land Use Plan



----- Institutional-Residential Planned Development Boundary



Existing Building



Parking

Applicant: National National Bank and Trust Company Trust No. 100565, dated January 15, 1979
Address: 2437 North Southport
Chicago, Illinois
Date: October 4, 1982

INSTITUTIONAL-RESIDENTIAL PLANNED DEVELOPMENTUSE AND BULK REGULATIONS AND DATA

Net Site Area		General Description of Land Use	F.A.R.	Percent of Land Covered
Square Feet	Acres			
61,987	1.423	250 skilled care nursing home beds, 120 efficiency apartments, adult day care center, home health care offices, emergency medical facilities, accessory and related business-commercial uses on the ground level, and offstreet parking.	3.0087	51.4%

Minimum Number of Parking Spaces: 83

Minimum Number of Off-Street Loading Berths: 2

Periphery Setbacks at Property Lines:

Along Fullerton Avenue. 0'
 Along Altgeld 104.83'
 Along Southport Avenue. 0'
 Along East Boundary 0'

AMENDED: JANUARY 13, 1982

APPLICANT: LaSalle National Bank and Trust Company,
 Trust No. 100565, dated January 15, 1979.

ADDRESS: 2437 North Southport
 Chicago, Illinois

DATE: October 4, 1982

(Continued from page 17099)

to those of a B2-4 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 12-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-N in the area bounded by:

a line 180 feet north of and parallel to W. 54th Street; S. Nagle Avenue; a line 80 feet north of and parallel to W. 54th Street; and the alley next west of and parallel to S. Nagle Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 19-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 19-I in the area bounded by:

the alley north of and parallel to W. Touhy Avenue; a line 175.46 feet west of and parallel to N. Albany Avenue; W. Touhy Avenue; and a line 442.96 feet west of and parallel to N. Albany Avenue,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 3-E.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all of the B6-6 Restricted Central Business District symbols and indications as shown on Map No. 3-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the roof of the Westin Hotel at No. 909 N. Michigan Avenue, in Chicago, Illinois.

SECTION 2. The Communications Planned Development is specifically for the erection of an Earth Station Receiving Dish above described, and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

*Reclassification of Area Shown on Map
No. 3-F.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all of the R7 General Residence District symbols and indications as shown on Map No. 3-F to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the roof of the Ambassador West Hotel at No. 1300 N. State Street, in Chicago, Illinois.

SECTION 2. The Communications Planned Development is specifically for the erection of an Earth Station Receiving Dish above described, and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

**Issuance of Permits Authorized for Erection of
Illuminated Signs.**

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 16365, recommending that the City Council pass four proposed orders (under separate committee reports), to authorize the issuance of permits for the erection and maintenance of illuminated signs.

On motion of Alderman Vrdolyak said proposed orders were *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following are said orders as passed:

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Flashtrac, Incorporated, No. 3910 N. Western Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 3051 N. Central Avenue, "Tires R Us" (Michelin Tire Corporation).

Dimensions: length 18 feet, height 8 feet 6 inches
height above grade/roof to top of sign 30 feet
Total Square Foot Area: 145.33.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to GRC Structures, Inc. c/o Salon, No. 600 N. Kingsbury Street, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 600 N. Kingsbury Street, Chicago, Illinois, Timber Industries, Inc.

Dimensions: length 48 feet, height 14 feet
height above grade/roof to top of sign 58 feet
Total Square Foot Area: 144.33.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Ahern Sign Company, No. 3257 S. Harding Avenue, Chicago, Illinois 60623 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 5011 W. 63rd Street, Ray Buick.

Dimensions: length 11 feet, height 11 feet
height above grade to top of sign 36 feet
Total Square Foot Area: 137 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All - Sign Corporation, No. 10235 Southwest Highway, Chicago Ridge, Illinois 60415 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 51 W. Ontario, Advertising -- various copy.

Dimensions: length 48 feet, height 14 feet
height above grade/roof to top of sign 40 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

*Failed to Pass--PROPOSED ORDINANCE FOR AMENDMENT OF
CHICAGO ZONING ORDINANCE TO RECLASSIFY AREA
SHOWN ON MAP NO. 14-K (Adverse Committee
Recommendation.*

On motion of Alderman Roti the City Council took up for consideration the report of the Committee on Buildings and Zoning, deferred and published in the Journal of Proceedings of March 9, 1983, page 16366, recommending that the City Council *Do Not Pass* a proposed ordinance for amendment of the Chicago Zoning Ordinance to reclassify a particular area.

Alderman Roti moved to *Concur In* the committee's recommendations. The question thereupon became: "*Shall the proposed ordinance Pass, notwithstanding the Committee's adverse recommendations?*" and the question being so put, said proposed ordinance *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

Nays--Aldermen Roti, Barnett, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schalter, Volini, Orr, Stone--43.

Said proposed ordinance which *Failed to Pass*, proposed to amend the Chicago Zoning Ordinance to reclassify a particular area, and is summarized as follows:

*Reclassification of Area Shown on Map
No. 14-K.*

An ordinance to classify as an R1 Single-Family Residence District instead of an R3 General Residence District, the area bounded by

W. 60th Street; S. Knox Avenue; a line 119.02 feet south of and parallel to W. 60th Street; and the alley next west of and parallel to S. Knox Avenue (Map No. 14-K).

*Re-Referred--ON PROPOSED ORDINANCE FOR AMENDMENT OF
CHICAGO ZONING ORDINANCE TO RECLASSIFY AREA
SHOWN ON MAP NO. 26-I.*

Alderman Vrdolyak moved to *Re-refer* the proposed amendment to the Chicago Zoning Ordinance (deferred and published March 9, 1983, C.J.P. page 16364) to reclassify the area shown on Map No. 26-I. The motion *Prevailed*.

MISCELLANEOUS BUSINESS.

*Committee Discharged--On Proposed Ordinance Approving Revolving Loan
Fund Loan Agreement for James Electronics, Inc.*

Alderman Schulner 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 25, 1983, approving a Revolving Loan Fund Agreement with James Electronics, Inc. The motion *Prevailed*.

Alderman Schulner 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, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schulner, Volini, Orr, Stone--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, By resolution dated February 18, 1983, the Department of Economic Development of the City of Chicago has approved a Revolving Loan Fund Loan for James Electronics Incorporated; and

WHEREAS, Said loan is consistent with the primary purpose of the Department of Economic Development, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development to the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to James Electronics Incorporated is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Department of Economic Development has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971, and supplementary funds made available through the United States Department of Housing and Urban Development, and the Department of Economic Development proposes that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to James Electronics Incorporated; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$240,000 is hereby approved for James Electronics Incorporated.

SECTION 2. That the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City, a Revolving Loan Fund Loan Agreement by and between the City and James Electronics Incorporated; said Revolving Loan Fund Loan Agreement to be in substantially the form of Exhibit A attached hereto.

SECTION 3. This ordinance is to be effective immediately upon passage thereof.

[Loan and Security Agreement printed on pages 17112
through 17137 of this Journal.]

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 Thursday, the thirty-first (31st) day of March, 1983, at 2:00 P.M., be and the same is hereby fixed to be held on Wednesday, the thirteenth (13th) day of April, 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, Kenner, 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, Damato, Cullerton, Pucinski, Natarus, Merlo, Clewis, Schuler, Volini, Orr, Stone--43.

Nays--None.

(Continued on page 17138)

LOAN AND SECURITY AGREEMENT

THIS AGREEMENT made on or as of the day of
1983, between the City of Chicago, by and through its Department
of Economic Development, having its offices located at 20 North
Clark Street, Suite 2800, Chicago, Illinois, and James Electronics
Incorporated, an Illinois Corporation, with its principal offices
at 4050 North Rockwell Street, Chicago, Illinois.

WITNESSETH:

WHEREAS, the Department of Economic Development of the City
of Chicago (hereinafter referred to as the "DED" or "Lender"),
was established on the 10th of February, 1982 by ordinance of the
City Council of the City of Chicago; and

WHEREAS, the DED has as its primary purpose the creation of
additional employment opportunities in the City of Chicago
through the attraction and expansion of industrial and commercial
development in the City; and

WHEREAS, by resolution dated February 18, 1983, the DED
approved a Revolving Loan Fund Loan (hereinafter referred to as
"RLF Loan") for James Electronics Incorporated. (hereinafter
referred to as the "Company" or "Borrower"), for the purpose(s)
described in Section II (4) of this loan and Security Agreement
(hereinafter referred to as the "Agreement").

WHEREAS, the DED has funds made available to it through the
United States Department of Commerce, Economic Development
Administration for a Revolving Loan Fund (hereinafter referred
to as "RLF") under Title IX of the Public Works and Economic
Development Act of 1972 (42 U.S.C. 3121 et seq.) and other funds
from other sources which may be applied from time to time to the
RLF and proposes that \$240,000 fo these RLF funds be made
available as a RLF loan to the Company for the purpose(s) described
in Section II(4) of this Agreement.

NOW THEREFORE, in consideration of the promises set forth herein, Borrower agrees to borrow monies from Lender, and Lender agrees to lend monies to Borrower, upon the following terms and conditions.

SECTION I. GENERAL DEFINITIONS AND TERMS

1. The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof,

(A) "Affiliate" shall mean any "Person" (hereinafter defined) in which one more stockholders of Borrower, (Subsidiary) (hereinafter defined), and/or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter have an equity or other ownership interest equal to or in excess of fifty percent (50%) of the total equity of or other ownership interest in such Person.

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

(C) "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency body or department thereof including without limitation the Department of Economic Development of the City of Chicago) taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to "the Collateral" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

(D) "Financials" shall mean those financial statements described herein

(E) "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owed, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise. Indebtedness includes, without limiting the generality of the foregoing: (i) obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Borrower even though Borrower has not assumed or become liable for the payment thereof; and (ii) obligations or liabilities created or arising under any lease or real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Borrower, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property.

(F) "Other Agreements" shall mean all agreements, instruments and documents including without limitation, guarantees, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

(G) "Parent" shall mean any corporation now or at any time or times hereafter, owning or controlling (alone or with Borrower, any Subsidiary and/or any other Person), at least a majority of the issued and outstanding "Stock" of Borrower or any Subsidiary.

(H) "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

(I) "Stock" shall mean all shares, interests, participations or other equivalents (however designated) of or in a corporation, whether or not voting, including but not limited to common stock, warrants, preferred stock, convertible debentures and all agreements, instruments and documents convertible, in whole or in part, into any one or more or all of the foregoing.

(J) "Subsidiary" shall mean any corporation at least a majority of whose issued and outstanding Stock now or at any time or times hereafter is owned by Borrower and/or one or more Subsidiaries.

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore (if any) in the Uniform Commercial Code, as adopted in the State of Illinois.

2. Borrower covenants, warrants and represents to Lender that all representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement and the Other Agreements, shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto, and shall be true from the time of Borrower's execution of this Agreement to the end of the original term and each renewal term hereof (if any).
3. This Agreement and the Other Agreements may not be modified altered or amended except by an agreement in writing signed by Borrower and Lender. Borrower may not sell, assign or transfer this Agreement, or the Other Agreements or any portion thereof, including without limitation Borrower's rights, titles, interests, remedies, powers and/or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the Other Agreements, or any portion thereof, including without limitation Lender's rights, titles, interests, remedies, powers and/or duties.
4. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an "Event of Default" (hereinafter defined), by Borrower under this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Agreement or the Other Agreements, whether the same is prior or subsequent thereto, and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement or the Other Agreements, and no Event of Default by the Borrower under this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver

is by an instrument in writing signed by Lender and directed to Borrower specifying such suspension or waiver.

5. This Agreement and the Other Agreements shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender. This provision, however, shall not be deemed to modify Paragraph 4 hereof.

6. Except as otherwise specifically provided in this Agreement, borrower waives presentment, demand and protest, and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, contract rights, documents, instruments, chattel paper and guarantees at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

7. The provisions of the Other Agreements are incorporated in this Agreement by this reference thereto. Except as otherwise provided in this Agreement and except as otherwise provided in the Other Agreements by specific reference to the applicable provision of this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Other Agreements, the provision contained in this Agreement shall govern and control.

8. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal office, the signature upon this Agreement or upon any of the Other Agreements of a "Designated Person" (as that term is defined in Borrower's Secretary's Certificate of even date herewith, constituting one of the Other Agreements), shall bind Borrower and be deemed to be the act of Borrower affixed pursuant to and in accordance with resolutions duly adopted by Borrower's Board of Directors.

SECTION II. LOAN

1. The RLF Loan shall be made upon the following terms and conditions.

(a) the principal sum of the loan shall be \$240,000

(b) the term of the loan shall be 10 years

(c) the rate of interest charged on the loan per annum shall be seventy-five percent (75%) of that rate of interest charged by Continental Illinois Bank and Trust Company of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans in effect from time to time (the "Prime Rate"), payable monthly on the entire amount of said principal remaining from time to time unpaid.

(d) the aforesaid rate of interest for the principal sum shall be established as of the date of this Agreement and that certain Note of even date herewith are executed; and shall be adjusted as of the first day each of January, April, July and October of each year the RLF Loan remains outstanding. The first such interest adjustment of the RLF Loan shall be _____
19_____.

(e) Principal payments together with interest thereon will commence on the 25th day of the month following the execution date of this Agreement, and will be due and payable on said 25th day of each succeeding month thereafter until paid in full.

(f) The loan is to be applied by the Company as follows:

- i. \$189,000 to purchase machinery and equipment;
- ii. \$ 31,000 for rehabilitation to property located at
2442 West Irving Park Road;
- iii. \$ 20,000 for working capital.

(g) Said loan made by the DED to the Company shall be secured as provided in Section III of this Agreement, and the Company shall execute at DED's request, Financing Statements and Security Agreements which shall be recorded with the Cook County Recorder of Deeds and/or the Secretary of State, Uniform Commercial Code Section, Springfield, Illinois.

(h) The Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this RLF loan, if such subordination is necessary to assure that the DED occupies no less than a first secured lien position on all of the collateral described in Section III. No later than the date of closing, the Company shall furnish to the DED documents satisfactory to the DED which evidence the Company's compliance with this provision.

(i) If the Collateral described in Section III of this Agreement are fixtures, they will be affixed to the real property described in Section XVIII of this Agreement and will not be removed by the Company without the prior written consent of the DED.

(j) Company agrees that John A. Kennedy will pledge the Key Man Insurance policy, in the amount of \$200,000, as security.

2. All of Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender.

3. Borrower warrants and represents to Lender that Borrower shall use the proceeds of all loans made by Lender to Borrower pursuant to this Agreement and the Other Agreements solely for legal and proper corporate purposes (duly authorized by its Board of Directors) and consistent with all applicable laws and statutes.

4. Borrower hereby authorizes and directs Lender to disburse, for and on behalf of Borrower and for Borrower's account, the proceeds of the loan(s) made by Lender to Borrower pursuant to this Agreement or to such Person or Persons as an officer or director of Borrower shall direct, in writing.

SECTION III. COLLATERAL: GENERAL TERMS

1. To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to all of Borrower's now owned and hereafter acquired: (a) manufacturing equipment, and fixtures, together with all replacements, additions, accessions, or substitutions thereto and/or therefore; (b) all products and proceeds of the foregoing including without limitation proceeds of insurance policies insuring the Collateral (all of the foregoing personal property is hereinafter individually and collectively referred to as "Collateral"), (c) that certain parcel of real estate commonly known as 2442 West Irving Park Road, Chicago, Illinois.
2. Borrower warrants and represents to and covenants with Lender that: (a) Lender's security interest in the Collateral is now and at all times hereinafter shall be perfected and have a first priority; (b) the offices and/or locations where Borrower keeps the Collateral and Borrower's books and records concerning the Collateral are at the location set forth on Exhibit "A", attached hereto and made a part hereof, and Borrower shall not remove such books and records and/or the Collateral therefrom and shall not keep any or such books and records and/or the Collateral at any other office or location unless Borrower gives Lender written notice thereof at least 30 days prior thereto and the same is within the continental United States of America; (c) all books, records and other documents relating directly to the receipt and disbursement of the RLF Loan shall be subject to audit and examination by any duly authorized representative of the DED or of the U.S. Department of Commerce, Economic Development Administration. Such right shall extend until one year after the total amount of the RLF Loan, including principal and all accrued interest, is repaid by the Company to the City of Chicago; (d) that in occupying these facilities Borrower is

not relocating from another labor area; nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which is and/or will be located as set forth in Exhibit "A"; nor is Borrower's expansion into the above-described property being undertaken with the intention of closing down or curtailing any already existing operation(s); and (e) the address specified on Exhibit "A" hereto include and designate Borrower's chief executive office, chief place of business and other offices and places of business and are Borrower's sole offices and places of business. Borrower, by written notice delivered to Lender at least thirty (30) days prior thereto, shall advise Lender of Borrower's opening of any new office or place of business or its closing of any existing office or place of business and any new office or place of business shall be within the continental United States of America.

3. Lender, in its sole and absolute discretion, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter, but shall be under no obligation to pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Collateral. All sums paid by DED in respect thereof and all costs, fees and expenses, including reasonable attorney's fees, court cost, expenses and other charges relating thereto incurred by Lender on account thereof shall be payable by Borrower to Lender, on demand.

4. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter at the request of Lender, all agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation"), that Lender may reasonably

request, in a form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Collateral and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower warrants and represents to Lender that Borrower has good, indefeasible, and merchantable title to and ownership of the real estate located at 2442 West Irving Park Road, and Equipment described and/or listed on the Schedule of Equipment delivered to Lender and/or located on each of Borrower's places of business set forth in Exhibit "A", and that Equipment shall be kept and/or maintained solely at the addresses set forth in Exhibit "A".

6. Borrower shall keep and maintain the Equipment in good operating condition and repair and shall make all necessary replacements thereof and renewals hereto so that the value and operating efficiency thereof shall at all times be maintained and preserved. Borrower shall not permit any such items to become a fixture to real estate or accession to other personal property. In addition, Borrower shall maintain, preserve and keep its plants and properties wherein the Collateral is now or may hereafter be located, in good repair, working order and condition.

7. Borrower, immediately on demand by Lender, shall deliver to Lender any and all evidence of ownership of, including without limitations, certificates of title to and applications for title to, any of Equipment.

8. Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. All such policies of insurance shall be in form and with insurers recognized as adequate by prudent business persons and all such policies shall be in such amounts as may be satisfactory to

Lender. Borrower shall deliver to Lender the original copy of each policy of insurance and evidence of payment of all premiums therefor. Such policies of insurance shall contain an endorsement, in a form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender, shall provide that the insurance companies will give Lender at least thirty days written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Borrower, irrevocably, makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required above or to pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable. All sums so disbursed by Lender, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Further, Borrower shall keep and maintain at its sole cost and expense whatever flood hazard insurance may be required by the DED as a condition precedent to procuring this RLF Loan, or in lieu thereof, Borrower warrants and represents to and covenants with DED that it will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973. Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973, the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288 relating to the prevention, control and abatement of water pollution, all as amended from time to time.

9. Upon an event of Default, Borrower, irrevocably, hereby makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of the Borrower on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Lender in its sole and absolute discretion may elect.

10. Lender (by any of its officers, employees and/or agents) shall have the right at any time or times during Borrower's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) to verify the amount and condition of said Collateral. After an Event of Default, all costs, fees, and expenses incurred by Lender, or for which Lender has become obligated, in connection with such inspection and/or verification shall be payable by Borrower to Lender.

SECTION IV. WARRANTIES, REPRESENTATIONS AND COVENANTS

1. Except as disclosed in the Financials, Borrower warrants and represents to and covenants with Lender that: (a) Borrower is and at all times hereafter shall be a corporation duly organized and existing and in good standing under the laws of the state of its corporation as represented at the beginning of this Agreement and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power

and is duly authorized and empowered to enter into,, execute, deliver and perform this Agreement and the Other Agreements;

(c) the execution, delivery and/or performance by Borrower of this Agreement and the other Agreements shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in Borrower's Articles of Incorporation or By-Laws or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except those of Lender and those, if any, described on Exhibit "B" hereto; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature, and Borrower now owns and shall at all times hereafter own property whose fair salable value is greater than the amount required to pay its debts; (f) Borrower now has and shall have at all times hereafter capital sufficient to carry on its business and transactions and all businesses and transactions in which it is about to engage; (g) there are no actions or proceedings which are pending or threatened against Borrower which might result in any material and adverse change in its financial condition or materially affect its assets or the Collateral the dates reflected in the Financials and except as disclosed in the Financials, Borrower has no indebtedness; (h) Borrower is not subject to the renegotiation of any government contracts; (i) Borrower possesses adequate assets, licenses, patents, copyrights, trademarks and trade names to continue to conduct its business as previously conducted by it and Borrower will not be in breach of any agreement if Lender should exercise any of its rights pursuant to this Agreement against the Collateral; (j) Borrower has and is in good standing with respect to all government permits, certificates, consents and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties

as now owned or leased by it; (k) Borrower is not a party to any contract or agreement or subject to any charge, corporate restriction, judgment, decree or order materially and adversely affecting its business, property, assets, operations, or condition, financial or otherwise; (l) Borrower is not in violation of any applicable statute, regulation or ordinance of the United States of America, of any state, city, town, municipality, county or of any other jurisdiction, or of any agency thereof, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (m) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (n) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower and such other Persons described therein as of and for the periods ending on such dates and have been prepared in accordance with generally accepted accounting principles consistently applied; and (o) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the date of the Financials.

2. Borrower warrants and represents to and covenants with Lender that Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter; (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Collateral; (d) merge or consolidate with or acquire any Person; (e) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness, or the Collateral; (f) other than in

the ordinary course of its business, make any investment in the securities of any Person, provided, however, notwithstanding the foregoing, Borrower may make investments in certificates of deposit of a banking institution having a net worth in excess of \$10,000,000 or in securities of the United States of America or commercial paper with P1 rating (all of the foregoing maturing within one (1) year); (g) guarantee or otherwise, in any way, become liable with respect to the obligations or liabilities of any person except by endorsement of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities; (h) make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might in any way adversely affect the repayment of Borrower's Liabilities; (i) other than as specifically permitted in or contemplated by this Agreement, encumber, pledge, mortgage, sell, lease or otherwise, any of Borrower's assets; (j) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's Stock; (k) declare or pay dividends upon any of Borrower's Stock or make any distributions of Borrower's property or assets or make any loans, advances and/or extensions of credit to any Persons provided, however, notwithstanding the foregoing, Borrower may pay stock dividends upon its Stock provided that the same is in accordance with all applicable laws; (l) incur indebtedness (other than Borrower's Liabilities) except renewals or extensions of existing indebtedness and interest thereon and trade payables arising in the ordinary course of its business, and except that the same is unsecured and is to Persons who execute and deliver to Lender (in form and substance acceptable to Lender and its counsel) subordination agreements subordinating their claims against Borrower therefor to the payment of Borrower's liabilities; and (m) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

3. (a) Borrower shall pay promptly when due, all of the Charges, and (b) Borrower shall not permit the Charges to arise, or to remain, and will promptly discharge the same. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain such discharges, Borrower shall so advise Lender thereof in writing; Lender may, without waiving or releasing any obligation or liability of Borrower hereunder or Event of Default, in its sole and absolute discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Notwithstanding anything contained in this Agreement to the contrary, Borrower may permit or suffer the Charges to attach to its assets and may dispute, without prior payment thereof, the Charges provided that Borrower, in good faith, shall be contesting the same in an appropriate proceeding and if the same are in excess of \$5,000.00, in the aggregate at any time during the original term or any renewal term, Borrower has given Lender such additional collateral and assurances as Lender, in its exclusive, sole and absolute right and discretion, deems necessary under the circumstances.

4. (a) Borrower covenants with Lender that Borrower shall keep books of account and prepare financial statements and shall cause to be furnished to Lender the following (all of the foregoing and following to be kept and prepared in accordance with generally accepted accounting principles consistently applied)

(b) As soon as available but not later than one hundred twenty (120) days after the close of each fiscal year of Borrower, a balance sheet of Borrower as at the end of, and the related

statement of operations for, such year and a reconciliation of capital for such year-all certified by a firm of independent certified public accountants; or in the event such audited financial statements have not been compiled, a financial statement certified by an officer of the Company, until the period set forth in Section III of the Agreement.

(c) In addition, the Company agrees to submit to the DED quarterly and/or semi-annual financial statements of the Company, prepared in accordance with generally accepted accounting principles, consistently applied, and certified as to the accuracy thereof by an authorized officer of Borrower.

(d) Such other data and information (financial and otherwise) as Lender, from time to time, may request bearing upon or related to the Collateral, Borrower's financial condition and/or results of operations.

SECTION V. ASSURANCE OF PROJECTED JOBS

Borrower will use its best efforts to create or cause to be created approximately 25 full-time, permanent job opportunities by the 3rd calendar quarter of 1983.

In addition, Borrower will use its best efforts to create a total of approximately 50 new, permanent job opportunities, by December 31, 1984.

Borrower shall report in writing to the DED, as the DED may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

SECTION VI. LABOR STANDARDS

If buildings or facilities are to be constructed or improved with funds provided under this RLF Loan, the Company will meet, and all other parties entering into agreements with the Company for the construction or improvement of facilities or buildings shall be required by the Company in all such agreements to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-5) and that construction workers shall be hired from the local labor pool whenever practical.

SECTION VII. ACCESSIBILITY TO THE HANDICAPPED

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this RLF Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CRF 101-19.6.

SECTION VIII. DEFAULT

(1) The occurrence of any one of the following events shall constitute a default ("Event of Default") by Borrower under this Agreement: (a) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or in the Other Agreements, which is required to be performed, kept or observed by Borrower and the same is not cured within ten (10) days after the mailing of written notice thereof from Lender to Borrower; (b) if any material statement, report or certificate made or delivered by Borrower, and any of its officers, employees or agent, to Lender is not true and correct; (c) if Borrower fails to pay Borrower's Liabilities, when due and payable or declared due and payable; (d) if the Collateral or any other of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within twenty (2) days thereafter; (e) if Borrower shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Borrower for its dissolution or liquidation; (f) if Borrower is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or if any case or proceeding is filed against Borrower for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (3) days after the entry or filing thereof; (g) if an application is made by Borrower for the appointment of a receiver,

trustee or custodian for the Collateral or any other of Borrower's assets; (h) if an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for the Collateral or any other of Borrower's assets and the same is not dismissed within thirty (30) days after the application therefor; (i) except as permitted in Section IV (3) above, if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Collateral or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance; or (j) if Borrower is in default in the payment of Indebtedness (other than Borrower's Liabilities) and such default is declared and is not cured within the time, if any, specified therefor in any agreement governing the same.

(2) All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

Upon an Event of Default or the occurrence of any one of the events described in Paragraph (1) (notwithstanding Borrower's right to cure the same thereafter), without notice by Lender to or demand by Lender of Borrower. Liabilities shall be due and payable, forthwith.

(3) Upon an Event of Default, Lender, in its sole and absolute discretion, may: (a) exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; (b) enter, with or without process of law and without breach of the peace, any premises where the Collateral or the books and records of Borrower related thereto is or may be located, and without charge or liability to lender therefor seize and remove the Collateral (and copies of Borrower's books and records in any way relating to the Collateral) from said premises

and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Collateral--Borrower hereby grants Lender a security interest in said books and records for the purpose above stated; and (c) sell or otherwise dispose of the Collateral at public or private sale for cash or credit, provided, however, that Borrower shall be credited with the net proceeds of such sale only when such proceeds are actually received by Lender and confirmed as good funds by DED's depository.

(4) Upon an Event of Default, Borrower, immediately upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place or places to be designated by Lender which is reasonably convenient to Lender and Borrower. Borrower recognizes that in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or the Other Agreements, no remedy of law will provide adequate relief to Lender, and agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(5) Any notice required to be given by Lender of a sale, lease, other disposition of the Collateral or any other intended action by Lender, deposited in the United States mail, postage prepaid and duly addressed to Borrower at its principal place of business specified at the beginning of this Agreement not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof.

(6) Upon an Event of Default, Borrower agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower agrees that Lender has no obligation to preserve rights against prior parties to the Collateral.

(7) If at any time or times on or after an Event of Default Lender employs counsel for advice or other representation (a) with respect to the Collateral, this Agreement or the Other Agreements, (b) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Collateral, this Agreement, the Other Agreements or Borrower's affairs; (c) to enforce any rights of Lender against Borrower or any other Person which may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation, the Obligors; (d) to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (e) to attempt to or to enforce Lender's security interest in the Collateral, the reasonable attorneys' fees arising from such services and all expenses, costs, charges and other fees of such counsel or of Lender in any way or respect arising in connection with or relating to any of the events described in this Paragraph shall be paid by Borrower to Lender. Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: (i) accountant's fees, costs and expenses; (ii) court costs and expenses; (iii) court reporter fees, costs and expenses; (iv) long distance telephone charges; (v) telegram charges; (vi) expenses for travel, lodging and food; and (vii) expenses incurred in fulfilling, in whole or in part, any order of any Obligor from which an Account has arisen or will arise.

(8) Upon the occurrence of any one of the events described in Paragraph (1) above, notwithstanding Borrower's right to cure the same before it becomes an Event of Default, Lender, if it determines that the Collateral or the payment of Borrower's Liabilities is jeopardized, may enforce such of its rights and remedies under this Article as Lender deems necessary or proper.

SECTION IX. DISCLAIMER OF RELATIONSHIP

The Company agrees that nothing contained in this Agreement nor any act of the DED or of the U.S. Department of Commerce, Economic Development Administration, or of any of the parties, shall be deemed or construed by any of the parties or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the DED.

SECTION X. TIME OF THE ESSENCE

Time is of the essence under this Agreement.

SECTION XI. NOTICE

All notices required to be given hereunder shall be given by certified or registered United States mail, postage paid, and addressed as follows:

If to DED: Commissioner,
Department of Economic Development
City of Chicago
20 North Clark Street
Suite 2800
Chicago, Illinois 60602

If to _____: (Name) _____
(Street) _____
(City, State, Zip) _____

SECTION XII. GOVERNING LAW

This Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

SECTION XIII. SEVERABILITY

Each covenant and agreement contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and any other application of such term shall not be affected thereby.

IN WITNESS WHEREOF, The Company and the City of Chicago, by and through the Department of Economic Development, have caused this Agreement to be signed in their names and on their behalf as of the day of

JAMES ELECTRONICS INCORPORATED

(SEAL)

Secretary

BY _____

TITLE: _____

DEPARTMENT OF ECONOMIC
DEVELOPMENT OF THE CITY OF CHICAGO

BY _____
SUHAIL AL CHALABI
ACTING COMMISSIONER

EXHIBIT A

4050 NORTH ROCKWELL STREET

2442 WEST IRVING PARK ROAD

March 31, 1983

MISCELLANEOUS BUSINESS

17137

EXHIBIT B

NONE

(Continued from page 17111)

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 13, 1983, at 2:00 P.M., in the Council Chamber in the City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.