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

Regular Meeting—Friday, December 9, 1983

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

Absent--Aldermen Kelley, Laurino, O'Connor.

Call to Order.

On Friday, December 9, 1983 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

Quorum present.

Invocation.

Reverend Milton Brunson, Christ Tabernacle M. B. Church of Austin, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF ECONOMIC DEVELOPMENT LIBRARY REVENUE BOND, ETC. FOR CONSTRUCTION OF PROJECT BY NEWBERRY LIBRARY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of a \$5,000,000 economic development library revenue bond and authorizing the execution of a first amendment to the loan agreement, an assignment and agreement, and related documents for the construction of a project by The Newberry Library.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXTENSION OF NEGOTIATIONS
BETWEEN CITY AND ROUSE COMPANY OF ILLINOIS, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing the extension of negotiations between the City and the Rouse Company of Illinois, Inc. through June 30, 1984.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY HELIX, LTD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$3,600,000 for the construction of a project by Helix Limited.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
REDEVELOPMENT AGREEMENT ON BEHALF OF CITY WITH
LASALLE NATIONAL BANK, TRUSTEE AND GRANITE
TECHNOLOGIES, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the commissioner to enter into and execute on behalf of the City of Chicago a redevelopment agreement with LaSalle National Bank, trustee, and Granite Technologies, Inc., as sole beneficiary thereof, in the amount of \$700,000.00, to renovate a currently vacant facility at 2434-58 West Fulton Street benefitting the adjacent near west side community.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
REDEVELOPMENT AGREEMENT BETWEEN CITY AND RIVER
CITY DEVELOPERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the commissioner to enter into and execute on behalf of the City of Chicago a redevelopment agreement with River City Developers in the amount of \$3,000,000.00, to develop a residential/commercial complex in the near south side community.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF
SPECIAL FACILITY REVENUE BONDS, SERIES 1983 FOR
AMERICAN AIRLINES, INC. PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the City Comptroller and the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the issuance of up to \$170,000,000 aggregate principal amount of the City's Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project), in one or more series and the execution of related documents to finance certain improvements to Terminal 3 and Concourses H and K for American Airlines, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
SPECIAL FACILITY REVENUE BOND FOR CARSON
INTERNATIONAL, INC. PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance providing for the issuance of a special facility revenue bond in the principal amount of \$9,600,000 for the construction of a project by Carson International, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
SPECIAL FACILITY REVENUE BONDS FOR PROJECT BY
DOBBS HOUSES, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 9, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance providing for the issuance of the City's airport special facility revenue bonds in the amount of \$5,800,000 for the construction of a project by Dobbs Houses, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
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 Harold Washington, Mayor, designating times for special observances as follows:

"CIVIL AIR PATROL WEEK IN CHICAGO":
December 4 through 10, 1983;

"HUGH M. HEFNER DAY IN CHICAGO":
December 7, 1983;

"BOARD OF JEWISH EDUCATION OF METROPOLITAN CHICAGO DAY IN CHICAGO":
December 11, 1983;

"DECADE OF DISABLED PERSONS IN CHICAGO":
1983-1992.

Acceptances and Bonds Under Ordinances.

Also acceptances and bonds under ordinances as follows:

Chicago Title and Trust Company, U/T No. 1078225: Acceptance and bond under an ordinance passed on September 28, 1983 (occupy portion of public way); filed on December 8, 1983;

Joanna-Western Mills Company: Acceptance and bond under an ordinance passed on September 28, 1983 (railroad switch track); filed on December 7, 1983;

E. W. Kneip, Inc.: Acceptance and bond under an ordinance passed on September 28, 1983 (I-beam); filed on December 7, 1983;

LaSalle National Bank, U/T No. 41274: Acceptance and bond under an ordinance passed on August 31, 1983 (passageway); filed on December 6, 1983;

Santa Fe Land Improvement Company, Inc.: Bond under an ordinance passed on October 27, 1983 (vaulted sidewalk space); filed on December 6, 1983;

University of Chicago: Acceptance and bond under an ordinance passed on July 27, 1983 (tunnels); filed on December 6, 1983.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF SPECIAL MEETING.

(December 5, 1983.)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on December 5, 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 December 9, 1983, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on December 5, 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 December 9, 1983.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

(December 6, 1983.)

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on December 6, 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 December 9, 1983, by being printed in full text in printed copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 6, 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 December 9, 1983.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

(Recessed Session, December 7, 1983.)

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on December 7, 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 December 9, 1983, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the Recessed Session, December 7, 1983, of the regular meeting held on December 7, 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 December 9, 1983.

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

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

Zoning Reclassifications of Particular Areas.

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

Morton Goldberg--to classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 7-1 bounded by:

The southwest line of the Kennedy Expressway; N. California Avenue; the alley next north of and parallel to W. Diversey Avenue; and the alley next west of and parallel to N. California Avenue;

Silent Cooperative Apartments--to classify as an R5 General Residence District instead of an M2-2 General Manufacturing District the area shown on Map No. 9-1 bounded by:

A line 200 feet north of and parallel to W. Belmont Avenue; N. Campbell Avenue; W. Belmont Avenue; and a line 225 feet west of and parallel to N. Campbell Avenue.

Claims Against City of Chicago:

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

Allstate Ins. Co. (2) Adam Bischoff and Michael Jackson;

Better Built Lumber, Bradley Johnnie;

Cherry Gerald T., Crosby Fannie;
Gagliardi Emil, Green Joretta;
Harris Ruth;
Jordan Thomas;
Kiolbassa Soonok Kim, Molinari Mildred (2), Mosley Mary;
Olejniezak Joseph;
The Peoples Gas Light and Coke Co. (10);
Richardson Lillian, Ryan Bernard J.;
Sebastian John Z., State Farm Ins. Co. (2) Robert Baker and James Fiddelke;
38th Street Water Pipeline Assoc.;
Underwriters Adj. Co. and Jess & Margo Forrest;
Watkins Charlie L.

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

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on December 6, 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 periods ended September and October, 1983.--*Referred to the Committee on Claims and Liabilities.*

Referred--PROPOSED ORDINANCE TO RESCIND EXEMPTIONS FROM
WATER CHARGES GRANTED TO CERTAIN WATER USERS.

Also a communication received in the City Clerk's Office from John B.W. Corey, Commissioner, Department of Water, transmitting a proposed ordinance rescinding exemptions from water charges granted to certain water users.--*Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

**Authority Granted for Application and Execution of U.D.A.G. to
Assist Belmont-Sheffield, Ltd. for Rehabilitation and
Construction of Property at Nos. 1001-1011
W. Belmont Av.**

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

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The Belmont-Sheffield Ltd., an Illinois limited partnership, has proposed to convert the 6-story abandoned hotel located at 1001-1011 West Belmont in the Lakeview Community to an apartment complex of approximately 57 residential units, 20% of which would be allocated to low and moderate income tenants and 9,325 square feet of first floor commercial space by expending approximately \$2,317,000; and

WHEREAS, It is anticipated that this project will create approximately 20 new permanent jobs benefitting the economically distressed community, and generate approximately \$171,487 in additional tax revenues; and

WHEREAS, The City of Chicago, through the Department of Housing, has prepared an application for an Urban Development Action Grant in the amount of \$571,000 to be used along with private funds for the rehabilitation of the building; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$571,000 for the Belmont-Sheffield project.

SECTION 2. That the Mayor of the City of Chicago is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Belmont-Sheffield Project.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--44.

Nays--None.

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

Resolution Authorizing Transfer of 1983 Emergency Jobs Bill Program Funds.

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on May 26, 1983 establishing procedures for the 1983 Emergency Jobs Bill Community Development Block Grant and Year IX Community Development Program which required that the City shall not reprogram by more than 10% funds to or from any project category as set forth in the supplement, projected use of funds by program without the prior approval of the Council; and

WHEREAS, The Mayor and City are desirous of providing sufficient resources to provide emergency food for individuals and families who are in an emergency situation; and

WHEREAS, One of the basic objectives of the 1983 Jobs Bill C.D.B.G. funds is to provide humanitarian assistance to the indigent; and

WHEREAS, The United States Department of Housing and Urban Development will now permit recipients of C.D.B.G. funds authorized by the Emergency Jobs Act of 1983 to allocate in excess of 50% of said funds to public service projects; and

WHEREAS, The resources of \$1,300,000 allocated to the City's Emergency Food Program under the 1983 Jobs Bill C.D.B.G. program authorized by City Council under the May 26, 1983 ordinance for the period extending July 1, 1983 through June 30, 1984 are exhausted; and

WHEREAS, The City Council in the aforesaid May 26, 1983 ordinance allocated and authorized expenditures of \$1,000,000 from the total grant of funds from said Jobs Act to the Chicago Housing Authority Food Service Center project; and

WHEREAS, The aforesaid C.H.A. project's planned start date is delayed until at least March, 1984; and

WHEREAS, The slower than planned pace of payout of funds under the aforesaid project is inconsistent with one of the main objectives of the Emergency Jobs Act of 1983, that is, rapid disbursement of funds so as to quickly assist the unemployed and the needy; and

WHEREAS, By reprogramming the \$1,000,000 from the C.H.A. Food Service Center project to the City's Emergency Food Program, the City can meet the above stated objectives of the Jobs Act and provide the needed funding for the Emergency Food Program; now, therefore;

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

The sum of \$1,000,000 of funds allocated to the Chicago Housing Authority Food Service Center project under the 1983 Emergency Jobs Bill Community Development Block Grant program be reprogrammed to the City's Emergency Food Program within the aforesaid Jobs Bill C.D.B.G. program.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuster, Volini, Orr, Stone--44.

Nays--None.

Alderwoman Langford moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Industrial Revenue Bond Authorized for 2720
North Paulina Ltd. Partnership Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond in the amount of \$2,000,000 for a construction project by the 2720 North Paulina Ltd., Partnership.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuster, Volini, Orr, Stone--44.

Nays--None.

Alderwoman Langford moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the Issuer on February 10, 1982, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "industrial development projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois; and

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a memorandum of agreement dated as of May 20, 1983, with Silvestri Corporation, an Illinois corporation (the "Lessee"), and 2720 North Paulina Limited Partnership, an Illinois limited partnership (the "Borrower"), whereby the Lessee and the Borrower agreed to acquire approximately 4.6 acres of real estate and certain existing buildings located thereon, including an approximately 69,000 square foot warehouse and office building, three single-story warehouse buildings of 13,000 square feet, 17,000 square feet, and 20,000 square feet, an approximately 42,500 square foot four-story building and an approximately 15,300 square foot three-story building, to construct certain improvements thereto and to acquire certain machinery, equipment and related property to be installed therein and thereon, all to be located at 2720 North Paulina Street and 1510 West Wrightwood Avenue, Chicago, Illinois (the "Project") and to be used by the Lessee in the warehousing and wholesale distribution of Christmas decorations and other giftware; and

WHEREAS, The City Council of the Issuer did approve the form of said memorandum of agreement by ordinance duly adopted on July 6, 1983; and

WHEREAS, It has been determined that the Borrower shall acquire said real estate and buildings, and the Borrower shall lend the Lessee a portion of the proceeds of the revenue bond hereinafter referred to for the purpose of constructing said improvements and acquiring said machinery, equipment and related property; and

WHEREAS, As a result of negotiations between the Issuer and the Borrower contracts have been entered into, and will be entered into, by the Borrower for the acquisition and construction of the Project, and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Borrower, pursuant to which the Issuer shall lend to the Borrower a sum sufficient, together with other moneys of the Borrower and the Lessee, to accomplish such acquisition and construction, 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 and construction of the Project as evidenced by such revenue bond, all set forth in details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be not less than \$2,000,000; and

WHEREAS, As a result of negotiations between the Borrower and the Lessee, the Borrower will enter into an agreement to lease said real estate and buildings constituting a portion of the Project to the Lessee pursuant to a lease agreement dated as of October 1, 1983, by and between the Borrower and the Lessee (the "Lease"); and

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "Industrial Development Revenue Bonds, (2720 North Paulina Limited Partnership Project)" upon a negotiated basis to Harris Trust and Savings Bank, Chicago, Illinois; and

WHEREAS, Pursuant to the provisions of the Tax Equity and Fiscal Responsibility Act of 1982, a public hearing on the proposed plan of financing of Project through the issuance of said bond was held by the Commissioner of Economic Development of the City of Chicago, or his designee, prior to the adoption of this ordinance; now, therefore,

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

Definitions.

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

"Agreement" means the Loan Agreement dated as of October 1, 1983, by and between the Issuer and the Borrower, as from time to time supplemented and amended.

"Assignment of Rents" means the Assignments of Rents and Leases dated as of October 1, 1983, from the Borrower to the Issuer, as from time to time supplemented and amended.

"Bond" means the Industrial Development Revenue Bond (2720 North Paulina Limited Partnership Project) of the Issuer, in the principal amount of \$2,000,000, authorized to be issued pursuant to the terms and conditions of the indenture and this ordinance.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of October 1, 1983, by and among the Issuer, the Borrower and Harris Trust and Savings Bank, Chicago, Illinois.

"Borrower" means 2720 North Paulina Limited Partnership, a limited partnership duly organized and validly existing under the laws of the State of Illinois, and any successor and thereto permitted by the Agreement.

"Guaranty Agreement" means the Guaranty Agreement dated as of October 1, 1983, from the Lessee to the trustee, as from time to time supplemented and amended.

"Indenture" means the Indenture of Trust dated as of October 1, 1983, from the Issuer to the trustee, as from time to time supplemented and amended.

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

"Lessee" means Silvestri Corporation, a corporation duly organized and validly existing under the laws of the State of Illinois.

"Mortgage" means the Mortgage and Security Agreement dated as of October 1, 1983, from the Borrower and the Lessee to the Issuer, as from time to time supplemented and amended.

"Note" means the Promissory Note of the Borrower in the principal amount of \$2,000,000, executed and delivered by the Borrower to the Issuer concurrently with the sale and delivery by the Issuer of the Bond, pursuant to Section 4.2 of the Agreement.

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

"Project" means the real estate and the existing buildings, the improvements constructed thereto, and the machinery, equipment and related property to be acquired and installed therein and thereon, as described in the preamble hereto, all to be located in the City of Chicago, Illinois, as defined and described in the agreement and the preamble to this ordinance.

"Trustee" means Harris Trust and Savings Bank, Chicago, Illinois, and its successors in trust.

Authorization and Approval of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby approved and authorized to be financed through the issuance of the Bond as described herein. The action of the Commissioner of Economic Development of

the City of Chicago in publishing notice of said public hearing as required by the Tax Equity and Fiscal Responsibility Act of 1982 is in all respects hereby ratified, confirmed and approved, and the holding of said public hearing by said commissioner, or his designee, is hereby acknowledged, ratified, confirmed and approved. The estimated cost of the acquisition and construction of the Project is not less than \$2,000,000 which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Borrower. It is hereby found and declared that the financing of the Project and the use thereof by the Borrower and the Lessee as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bond, the execution and delivery of the Agreement, the Note, the Mortgage, the Assignment of Rents, the Indenture and the Guaranty Agreement by the parties thereto are necessary and proper.

Authorization and Payment of Bond.

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond, (2720 North Paulina Limited Partnership Project) in the principal amount of \$2,000,000. The Bond shall be issued in the form and denomination set forth in the Indenture; shall be dated the date on which the Bond is delivered to the purchaser thereof; shall be numbered R-1; shall mature in the amounts and on the dates and shall bear interest at the rates per annum, payable on the dates set forth in the Indenture; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be in such form and have the other terms and provisions set forth in the Indenture (as executed and delivered).

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

Bond is Limited Obligation.

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

Agreement, Mortgage, Assignment of Rents and Guaranty Agreement.

SECTION 5. 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 will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement, the Note, the Mortgage and the Assignment of Rents (except any payment made pursuant to Section 4.5 of the Agreement relating to the duty of the Borrower to reimburse the Issuer for certain expenses of the Issuer, Section 5.2 of the Agreement relating to indemnification of the Issuer by the Borrower or Section 6.3 of the Agreement relating to the obligation of the Borrower to pay any attorneys' fees and expenses incurred by the Issuer upon the default of the Borrower thereunder), pursuant to the Indenture.

As further security for the payment of the Note and the principal installments of, premium, if any, and interest on the Bond, the Borrower will execute and deliver the Mortgage and the Assignment of Rents, and the Lessee will execute and deliver the Mortgage and the Guaranty Agreement, the Mortgage, the Assignment of Rents and the Guaranty Agreement to be in substantially the same forms presented to the City Council of the Issuer, the forms of which Mortgage, Assignment of Rents and Guaranty Agreement are hereby approved by the City Council of the Issuer. The Issuer will cause the Mortgage, the Assignment of Rents and the Indenture to be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois.

Sale of the Bond; Execution and Acceptance of Documents.

SECTION 6. (a) The sale to Harris Trust and Savings Bank, Chicago, Illinois, of the Bond hereby authorized at a price of \$2,000,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

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

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

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

(c) The Mortgage and the Assignment of Rents in substantially the same forms in which the same have been presented to the City Council of the Issuer are hereby approved by said City Council, and the Mortgage and the Assignment of Rents are in all respects authorized, approved and confirmed.

The Mayor of the Issuer is hereby authorized and directed to accept and deliver the Mortgage and the Assignment of Rents for and on behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized to attest same and to affix thereto the official seal of the Issuer.

Appointment of Trustee.

SECTION 7. The appointment of Harris Trust and Savings Bank, Chicago, Illinois, as Trustee, paying agent and Bond registrar under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions.

SECTION 8. The Mayor, the City Clerk and the City Comptroller of the Issuer 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. The Mayor, the City Clerk and the City Comptroller of the Issuer be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all paper, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Mortgage, the Assignment of Rents, the Indenture and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability.

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

Captions.

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

Provisions in Conflict Superseded.

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

[Bond Purchase Agreement, Assignment of Rents and Leases, Loan Agreement, Guaranty Agreement, Mortgage and Security Agreement and Indenture of Trust are omitted for printing purposes.]

EXECUTION OF AGREEMENT AMENDED PROVIDING FOR
REVOLVING CREDIT ARRANGEMENT BETWEEN
CITY AND SPECIFIED BANKS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the execution of an agreement providing for a revolving credit arrangement between the City and specified banks.

Alderman Oberman and Alderman Frost introduced an amendment to the said proposed ordinance which reads as follows:

Motion to amend Section 2 of the ordinance providing for a revolving credit arrangement by deleting the words "Committee on Finance" on line 12 and substituting therefore "the City Council."

On motion of Alderman Burke the said proposed amendment was *Adopted* by a viva voce vote.

In response to aldermanic questioning on the proposed ordinance, Alderman Burke moved that the said proposed ordinance be deferred until later in the meeting. The motion *Prevailed*.

*Action Deferred--ON PROPOSED 1984 ANNUAL APPROPRIATION ORDINANCE,
AS AMENDED.*

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

CHICAGO, December 9, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a report recommending passage of the 1984 Annual Appropriation Ordinance, as amended, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed report transmitted herewith.

This recommendation was concurred in by 21 members of the committee with 7 dissenting votes.

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

[Proposed 1984 Annual Appropriation Ordinance, as amended, is
printed in Committee Pamphlet No. 1.]

Placed on File--RESOLUTION APPOINTING PUBLIC ACCOUNTANTS TO CERTIFY
CITY COMPTROLLER'S ANNUAL STATEMENT, AS PROVIDED IN
CHAPTER 7, SECTION 21 OF MUNICIPAL CODE
OF CHICAGO.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a resolution appointing public accountants to certify the City Comptroller's annual statement as provided in the Municipal Code of the City of Chicago, Chapter 7, Section 21.

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

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

Approval Given to Designate Roosevelt-Western as Blighted
Commercial Area.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, December 6, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on November 9, 1983) to approve the designation of Roosevelt-Western as a blighted commercial area, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-27, adopted by the commission on July 26, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Section 15.1 of the Municipal Code of the City of Chicago hereinafter referred to as the Code, authorizes the Commercial District Development Commission, hereinafter referred to as the Commission, to designate an area within the City of Chicago as a Blighted Commercial Area; and

WHEREAS, The staff of the Department of Economic Development, has conducted investigations, studies and surveys of the Roosevelt-Western Area and has presented the results of said investigations, studies and surveys to the Commission; and

WHEREAS, The results of the above investigations, studies and surveys show that the Roosevelt-Western Area is eligible for designation as a Blighted Commercial Area as defined in Section 15.1-1 (d) of the said Code; and

WHEREAS, The Commission designated the Roosevelt-Western Area as a Blighted Commercial Area by Resolution No. 83-CDDC-27 on July 26, 1983; and

WHEREAS, The City Council has received a certified copy of the aforesaid resolution, together with the recommendations of the Commission regarding said designation; and

WHEREAS, The City Council of the City of Chicago desires to evidence its approval of the designation of the Roosevelt-Western Area as a Blighted Commercial Area; now, therefore,

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

SECTION 1. Having been advised that the Commercial District Development Commission, by Resolution No. 83-CDDC-27, dated July 26, 1983, has determined that the area described below is a Blighted Commercial Area, said designation is hereby approved.

Legal Description

Roosevelt-Western Blighted Commercial Area.

Beginning at the intersection of the center line of South Western Avenue and the center line of the east-west alley parallel to and first north of Roosevelt Road; thence easterly along the center line of said alley to the intersection with the center line of South Oakley Avenue; thence southerly along said center line of South Oakley Avenue to the intersection with the center line of West 13th Street; thence Westerly along said center line to the intersection with the center line of South Western Avenue; thence northerly along said center line of South Western Avenue to the point of beginning; all in the West 1/2 of the Southwest 1/4 of Section 18, Township 39, Range 14; and the West 1/2 of the Northwest 1/4 of Section 19, Township 39, Range 14, East of the Third Principal Meridian, in the City of Chicago, County of Cook, State of Illinois.

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

**Approval Given to Sale of Parcel MR-96 in Near West Side
Conservation Area to New West Associates, Inc.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, December 6, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on July 27, 1983) to approve the sale of Parcel MR-96 in the Near West Side Conservation Area to New West Associates, Inc., approved by the Department of Urban Renewal by Resolution No. 83-DUR-71, adopted by the department on April 28, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Near West Side Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 83-DUR-71 adopted by the department on April 28, 1983 and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Near West Side Conservation Area is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Sq. Ft.</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
New West Associates, Inc.	MR-96	23,135.6	\$2.25	\$ 52,055.10

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Approval Given to Sale of Parcel LR-102 in Near West Side
Conservation Area to University Park VII.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, December 6, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on August 31, 1983) to approve the sale of Parcel LR-102 in the Near West Side Conservation Area to University Park VII, approved by the Department of Urban Renewal by Resolution No. 83-DUR-129, adopted by the department on August 23, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Near West Side Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 83-DUR-129, adopted by the department on August 23, 1983, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Near West Side Conservation Area is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
University Park VII	LR-102	2,051.6	\$2.50	\$5,129.00

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Approval Given to Sale of Parcel R-2 in Project Clybourn-Ogden
to Public Building Commission.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, December 6, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on September 28, 1983) to approve the sale of Parcel R-2 (South) in Project Clybourn-Ogden to Public Building Commission, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-23, adopted by the commission on June 21, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Clybourn-Ogden heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The commission proposes to accept an offer to purchase a certain parcel of land, made by Public Building Commission as set forth in Resolution No. 83-CDDC-23, adopted by the Commission on June 21, 1983, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The City Council has considered the said resolution, the redevelopment proposed and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Public Building Commission	R-2 (South)	\$3.25	\$ 188,492.13

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Authority Granted for Acquisition and Reconveyance of
Properties for Urban Homesteading Program.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, December 6, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on November 9, 1983) to authorize acquisition and reconveyance of HUD-owned properties for the Urban Homesteading Program identified by address in the Englewood, Roseland and Austin areas (see attached list made a part hereof). An agreement entered into by the City of Chicago and the United States of America on July 27, 1979, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago and the United States of America heretofore entered into an agreement on July 27, 1979, entitled, "The Urban Homesteading Agreement" that provides for an Urban Homesteading Program in which the Department of Housing and Urban Development (HUD) would convey property located in the City of Chicago to the City which in turn would reconvey to "Homesteaders" with certain conditions and obligations to renovate the property; and

WHEREAS, This Body has determined that it is in the best interest of the City to encourage said Program; now, therefore,

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

SECTION 1. The City of Chicago is authorized to accept the conveyance of the properties identified by address in the Roseland, West Englewood, South Shore, Austin and Twenty-one (21) Neighborhood Strategy Areas.

SECTION 2. The consideration for the conveyance of said properties in the agreement of the City to reconvey said properties to responsible individuals who will reside in, rehabilitate and bring up to City Code, within designated periods of time, as provided in detail is the agreement with HUD entitled, "The Urban Homestead Agreement" and in accordance with Section 810 of the Housing and Community Development Act of 1974.

SECTION 3. In the event any of the properties on said list prior to City acquisition, are totally damaged, destroyed, made undesirable or unfeasible for said Urban Homesteading Program, the

Department of Housing is authorized to omit or select other properties, if available, in said areas for conveyance by HUD, in lieu of the properties made unfeasible or not desirable, subject to the same terms and conditions.

SECTION 4. This ordinance shall be effective immediately upon the passage thereof.

List of neighborhood strategy areas attached to this ordinance reads as follows:

ENGLEWOOD

Address	Name	Amount	Ward
2124 West 72nd Place	Deborah Reed	\$ 14,100	15
6601 South Damen #B	Eugenia Armour	18,000	15
7342 South Damen	John Golliday	18,000	15
7140 South Honore	Denita Tittle	18,000	15
7203 South Winchester	Paul Brown	3,500	15
7313 South Paulina	John Lockwood	12,000	15
1330 West 72nd Street	Jeanette Carr	10,000	17
1468 West 74th Street	Larry Nicholas	19,150	17
5522 South Ada	Robert Turner	12,000	16
5716 South Throop	Maxine Franklin	17,000	16

ROSELAND

244 West 104th Place	Cleveland Flagg	\$ 15,000	34
139 West 112th Place	Willie Mason	18,000	34
126 West 114th Street	Lucinda Holcomb	15,000	34
343 West 118th Street	Karla Reynolds	11,000	34
11734 South Eggleston	Curtis Robinson	15,000	34
11549 South Perry	Linda Doyle	10,000	34
11760 South Wallace	Ray Bahamon	15,000	34

AUSTIN

3841 West Ferdinand	Anna Barnes	\$ 10,000	28
1122 North Waller	Dorsie Chatman	2,000	29
905 North Lawler	J. C. Hunt	13,000	37
938 North Lawler	James Norwood	10,000	37
1035 North Leamington	Gregory Holmes	19,100	37
853 North Lorel	Elroy Leach	12,050	37
1001 North Lorel	Gloria Martinez (Charon)	15,000	37
4948 West Superior	Howard Chandler	14,850	37

Authority Granted for Contract of Sale and Redevelopment of 15th Ward Streets and Sanitation Yard Facility and Redevelopment Agreement to Wienke Co.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, December 9, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 6, 1983) to authorize and approve the contract of sale for the 15th Ward Streets and Sanitation yard facility, commonly known as 6043 South Western Avenue, and the redevelopment agreement to the Wienke Co., an Illinois corporation, for the sum of \$220,000.00 in conjunction with the \$6,000,000 commercial redevelopment of the 61st Street and Western Avenue area, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

Nays--None.

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

The following is said ordinance as passed:

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

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

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

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

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

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

WHEREAS, The City has entered into negotiations with Wienke Co., an Illinois corporation, for the sale of the 15th Ward Yard, commonly known as 6043 S. Western Avenue and located at the northeast corner of 61st Street and Western Avenue, Chicago, Illinois; now, therefore,

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

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

SECTION 2. In order to implement these objectives, the City hereby approves a sale of the property commonly known as 6043 S. Western Avenue (described in Exhibit A hereto) to Wienke Co., an Illinois corporation, P.O. Box 2011, Glenview, Illinois 60025, for the total purchase price of \$220,000.00 and the City does hereby find and declare that this ordinance is being enacted pursuant to its home rule powers and that this sale is for public purposes as set forth in Section 1 hereof.

SECTION 3. The Contract for the Sale of Land and Redevelopment between the City and the Wienke Co., an Illinois corporation, is hereby approved in substantially the forms attached hereto as Exhibit A, and the Mayor is hereby authorized to execute, acknowledge and deliver said Contract for the Sale of Land and Redevelopment and the documents conveying the same and the City Clerk is directed to attest to said documents.

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

[Exhibit A printed on pages 3752 thru 3763 of this Journal.]

**Authority Granted for Inter-Department Transfer of Sundry Parcels
1-2, 1-3 and 2-8 in Redevelopment Project 51st-Vincennes.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, December 9, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 20, 1983) authorizing Inter-department transfer of sundry Parcels 1-2 located at 5035-37 S. Forrestville Avenue and 541-51 E. 50th Place, 1-3 located at 5039-47 S. Forrestville Avenue and 2-8 located at 540 E. 50th Place, in Redevelopment Project 51st-Vincennes from the Comptroller's inventory to the jurisdiction of the Department of Urban Renewal, in consideration of said transfer, funds will be transferred from the Department of Urban Renewal Comptroller's Account No. 0250172610 to the Real Estate Comptroller's Account No. 100-1501-4701, begs leave to recommend that Your Honorable Body *Pass*, the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--43.

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 (Comptroller's Office) acquired certain parcels of land, described below, through demolition foreclosures which it desires to transfer to the Department of Urban Renewal; and

(Continued on page 3764)

EXHIBIT ACONTRACT FOR THE
SALE OF LAND AND REDEVELOPMENT

AGREEMENT, made on or as of the _____ day of _____, 19____, by and between the CITY OF CHICAGO, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its office at City Hall, 121 North LaSalle Street, Chicago, Illinois and WIENKE CO., its nominee, joint venture or land trust (hereinafter called "Purchaser") located at _____ P.O. Box 2011, Glenview, Illinois 60025

WITNESSETH:

WHEREAS, the City has offered to sell and the Purchaser is willing to purchase certain real property located in a Project Area (and more particularly described in Schedule A annexed hereto and made a part hereof) and to redevelop the Property for and in accordance with the uses specified in the Redevelopment Plan for said project;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. SALE. PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the Seller and pay therefore, the amount of TWO HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$220,000.00) hereinafter called "Purchase Price" to be paid in cash, by certified check, or by such check as shall be satisfactory to the City. It is mutually agreed that the demolition and removal of the present buildings on the property shall be undertaken by the City at its cost.

SECTION 2. CONVEYANCE OF PROPERTY.

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

1. The stock objections in a(n) _____ Insurance policy.
2. Taxes for the current year.
3. Easements of record and not shown of record.

(b) Time and Place for Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Purchaser on March, 1984, or on such other date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Seller and the Purchaser shall accept the conveyance and pay the Purchase Price to the Seller at such time and place. The City shall deliver possession of the Property to the Purchaser no later than 30 days after the closing.

(c) The City will secure the waiver of general real estate taxes to the date of delivery of the Deed. The Purchaser will be responsible for taxes accruing after conveyance.

(d) Recordation of Deed. The Purchaser shall promptly file the Deed for recordation among the land records of the place in which the Property is located. The Purchaser shall pay all costs for so recording the Deed.

(e) In the event the Purchaser requires conveyance through escrow, the Purchaser shall pay for the same. The City will provide a Title Company report on title showing waiver of all pertinent objections and will pay for a Title Guaranty policy in the standard form, to the amount of the purchase price, subject to the reservations and exceptions herein provided.

SECTION 3. GOOD FAITH DEPOSIT.

(a) The Purchaser will have deposited with the City the amount of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) (herein called "Deposit"), as security for the performance of the obligations of the Agreement, which deposit is to be retained by the City until completion of the improvements as hereinafter defined;

(b) Interest. The City shall be under no obligation to pay interest on the deposit.

(c) In lieu of cash or certified check, Redeveloper may deliver to the City, prior to execution by the City:

1. A Surety Bond or Letter of Credit may be submitted for the cash deposit as aforesaid. If such substitution takes place, the Surety Bond or Letter of Credit is subject to the same provisions applicable to the cash deposit. The Surety Bond or Letter of Credit shall be in the amount of Deposit and in the form and substance satisfactory to the City issued by a surety company or bank regularly engaged in the issuance of such undertakings.

SECTION 4. PLANS AND SPECIFICATIONS:

The Purchaser will redevelop the property for use in accordance with construction documents, containing working drawings and specifications for all of the work proposed. These construction documents will be developed in conformance with preliminary documents as described in Schedule B attached hereto and incorporated herein by reference. Any deviation of construction documents from preliminary documents, or construction from construction documents can be made only with written approval from the Commission.

Schedule C attached hereto provides for additional obligations of the parties.

In addition to conformance as stated above, said construction documents (Plans and Specifications) for the redevelopment of the property will be in conformity with the Construction Plan, and all applicable state and local laws and regulations.

The term "Improvements," as used in this agreement, means the improvements indicated in the Plans and Specifications.

SECTION 5. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the improvements referred to and architectural sketch attached hereto as Schedule B shall be commenced in any event within ninety (90) days after the date of the delivery of the deed, and except as otherwise provided in the Agreement, shall be completed within twelve (12) months after such date.

SECTION 6. TIME FOR CERTAIN OTHER ACTIONS.

(a) Time for Submission of Construction Plans. The time within which the Redeveloper shall submit its "Construction Plans" to the City in any event, shall be not later than 180 days from the date of the Agreement.

(b) Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (c) of this Section 5, the time within which the Redeveloper shall submit any new or corrected Construction Plans shall be not later than 60 days after the date the Redeveloper receives written notice from the City of the City's rejection of the Construction Plans referred to in the latest such notice.

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

(d) Time for Agency Action on Change in Construction Plans. The time within which the City may reject any change in the Construction Plans, hereof shall be 30 days after the date of the City's receipt of notice of such change.

(e) Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Redeveloper shall submit to the City, in any event, evidence as to equity capital and any commitment necessary for mortgage financing, shall be not later than 60 days after the date of written notice to the Redeveloper of approval of the Construction Plans by the City or, if the Construction Plans shall be deemed to have been approved after the expiration of 30 days following the date of receipt by the City of the Construction Plans so deemed approved.

SECTION 7. COMMENCEMENT AND COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

The Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, to pay for the same, and the Deed shall contain

covenants on the part of the Purchaser for itself and its successors and assigns, that the Purchaser, and its successors and assigns, shall promptly begin and diligently complete the redevelopment through the construction of the Improvements thereon, and that the construction shall in any event be begun and completed within the period specified in Section 5. It is intended and agreed, and the Deed shall so expressly provide, that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the Seller, and enforceable by the Seller against the Purchaser, and its successors and assigns to or of the Property or any part thereof or any interest therein.

SECTION 8. CERTIFICATE OF COMPLETION.

Promptly after completion of the construction of the Improvements in accordance with this Agreement, the Seller will furnish the Purchaser with an appropriate instrument so certifying. The certification by the Seller shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of the Purchaser, and its successors and assigns to construct the improvements 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 Seller shall, within _____ days after written request by the Purchaser, provide the Purchaser with a written statement indicating in adequate detail how the Purchaser has failed to complete the construction or rehabilitation of the Improvements, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Seller, for the Purchaser to take or perform in order to obtain the certification. Without regard to the above, City hereby agrees to issue said Certificate of Completion upon the request and written approval of the mortgagee that the work has been satisfactorily completed in accordance with the plans, specifications and time periods provided.

SECTION 9. RESTRICTIONS ON USE.

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

- (a) Devote the Property in accordance with the uses set forth in the Plan or any lawful use.
- (b) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

SECTION 10. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION

It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Sections 9, 11 and 12 shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project area which is subject to the land use requirements and restrictions of the Urban Renewal Plan.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

The Purchaser will not make or create, and, prior to the completion of the Improvements as certified by the Seller, make or suffer to be made any sale, assignment, conveyance, or transfer in any other form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Seller, except purchaser may mortgage said premises as provided in Section 12, and may assign, convey or transfer to a joint venture or land trust; provided the party named herein shall remain in control and under obligation to perform the redevelopment.

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the completion of the improvements as certified by the Seller, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes only of obtaining (a) funds to the extent necessary for making the improvements (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Purchaser to the Seller (c) funds necessary for architects, surveyors, legal and title fees, etc., in connection with the improvements.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property of 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 Property or such part from or through such holder of (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction, or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and this Agreement.

SECTION 14. ENFORCED DELAY IN PERFORMANCE.

Neither the Seller nor the Purchaser nor any successor in interest, shall be considered in breach, or default of, its obligations with respect to the preparation of the Property for redevelopment, or the commencement and completion of construction of the Improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the Seller, if the party seeking the extension shall request it in writing of the other party.

SECTION 15. REMEDIES.

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed 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, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

B. Prior to Conveyance. In the event that prior to the conveyance of the Property the Purchaser assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon tender of conveyance by the Seller, or defaults in the provisions of Section 6, then this Agreement and any rights of the Purchaser in this Agreement may, at the option of the Seller be terminated by the Seller and the Deposit retained by the Seller as liquidated damages. In the event that the Seller does not tender conveyance or possession of the Property as provided in this Agreement, then this Agreement, at the option of the Purchaser, shall be terminated. This paragraph is subject to the agreement contained in Section 11 hereinabove.

C. Retention by Agency. Upon termination of the Agreement for any default after the sale as provided in Section 15B hereof, the Deposit, if cash, bonds or similar obligations, including all interest payable thereon after such termination, or, if a surety bond, the proceeds thereof, shall be retained by the City as provided in Section 15B.

D. Return to Redeveloper. Upon termination of the Agreement for failure to deliver deed, as provided in Section 15B hereof, the deposit shall be returned to the Redeveloper by the City. If the Agreement shall not have been terminated as in Section 15B, the City shall return the Deposit to the Redeveloper upon satisfactory completion of the improvement.

E. No Waiver by Delay. Any delay by the Seller in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Seller 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 Seller with respect to any specific default by the Purchaser under this Section be considered or treated as a waiver of the rights of the Seller with respect to any other defaults by the Purchaser under this Section or with respect to the particular default except to the extent specifically waived in writing.

SECTION 16. CONFLICT OF INTEREST: SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

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

SECTION 17. PROVISIONS NOT MERGED WITH DEED.

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

SECTION 18. SPECIAL PROVISIONS.

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

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

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

(c) The Redeveloper will include the provisions of Paragraphs (a), (b) and (c) in every contract, and will require the inclusion of these 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. For the purpose of including such provisions in any construction contract or subcontract, as required hereby, the term "Redeveloper" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract or subcontract.

(d) It is hereby mutually agreed that the conditions and covenants contained herein and the obligations of the Purchaser are contingent on its ability to obtain the necessary funding from conventional mortgage sources a loan sufficient to complete the project when added to the funds to be received from the federal government under its UDAG Program, which application has been made and for which approval is anticipated no later than September 30, 1984. Both the conventional loan and the obtaining of federal funds are contingencies of this contract. The Purchaser has also applied for a grant from the federal government's program entitled, "Health in Human Proposals," which grant is necessary before Purchaser can proceed under the terms of this contract. It is hereby mutually agreed that all of the contingencies mentioned hereinabove are conditions precedent to Purchaser's obligation to proceed, and in the event any of said conditions are not met, Purchaser may cancel said contract and the monies paid under Section 3 shall be returned by the Seller forthwith.

(e) It is hereby mutually agreed that the Purchaser shall be responsible for the demolition of all structures presently located on the Property. The Purchaser shall pay all costs associated with said demolition, including but not limited to, the cost of the demolition, permits and removal of debris.

In addition, the Purchaser agrees to notify the Commission of Chicago Historical and Architectural Landmarks prior to beginning the demolition of the structure known as Truck Company N. 41, and to cooperate with the Commission in preserving artifacts and emblems presently located on and within the structure.

SECTION 19. COUNTERPARTS.

This Agreement is executed in _____ counterparts, each of which shall constitute one and the same instrument.

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

CITY OF CHICAGO

HAROLD WASHINGTON, Mayor

ATTEST:

WALTER S. KOZUBOWSKI, City Clerk

BY: _____

(Purchaser)

ATTEST:

(Its Secretary)

SCHEDULE ALEGAL DESCRIPTION OF PROPERTY

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

BEGINNING AT THE NORTHEAST CORNER OF SOUTH WESTERN AVENUE AND 61ST STREET; THENCE NORTH ALONG THE EAST LINE OF WESTERN AVENUE, A DISTANCE OF 249.74 FEET; THENCE EASTERLY ON A LINE PARALLEL WITH 61ST STREET A DISTANCE OF 250 FEET; THENCE SOUTH ON A LINE PARALLEL WITH WESTERN AVENUE A DISTANCE OF 249.74 FEET TO THE NORTH LINE OF 61ST STREET; THENCE WESTERLY ALONG THE NORTH LINE OF 61ST STREET A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING, ALL IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCHEDULE B

SITE AND ARCHITECTURAL SKETCH PLANS*

1. Site (or plot) Plan in sufficient detail and with the dimensions and notes necessary to show the location, size and type of construction proposed for each element. The following items should be shown:

- a. All buildings--Land coverage, number of stories, total floor area, and type of construction.
- b. Curb openings, driveways, parking and loading areas, including type of paving and vehicular capacity of parking and loading areas.
- c. Other outdoor use area such as material storage, screening and landscaping.
- d. All other facilities.

2. Architectural sketches in elevation, perspective, or other view sufficient to indicate the exterior finish and general appearance of proposed buildings and other improvements from public ways and/or adjoining private property.

3. Attached are maps and drawings, dated _____ and entitled:

4. Remarks: _____

5. Estimate cost of Redeveloper's improvements-----\$ _____

Submitted on _____

By: _____

(Title)

Approved on _____

CITY OF CHICAGO
DEPARTMENT OF URBAN RENAISSANCE

By _____

(Title)

*Not to be furnished until notified by the City per paragraph 6(b) of the Offer.

SCHEDULE C

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

In the event a vacated or dedicated street or alley is part of the tract to be conveyed, the City will be responsible for all required ordinances, City will pay to relocate any City-owned electrical facilities and will also agree to pay for the installation of a lighted traffic control signal at the intersection of 61st and Western.

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

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

(Continued from page 3751)

WHEREAS, Said parcels are situated in the Department's Urban Renewal Project 51st-Vincennes and the department desires to acquire said parcels; now, therefore,

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

SECTION 1. The following parcels are authorized and directed to be transferred from the Comptroller's inventory to the jurisdiction of the Department of Urban Renewal:

<i>Parcel No.</i>	<i>Address</i>	<i>Amount</i>
1-2	5035-37 S. Forrestville Avenue and 541-51 E. 50th Place	\$ 8,500
1-3	5039-47 S. Forrestville Avenue	11,500
2-8	540 E. 50th Place	3,900

SECTION 2. In consideration of said transfer, funds will be transferred from the Department of Urban Renewal Comptroller's Account No. 0250172610 to the Real Estate Comptroller's Account No. 100-1501-4701.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

Execution of Easement Agreement Authorized Between City and Commonwealth Edison Co. for Removal of Driveway.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Chicago Fire Department contemplates the construction of a driveway upon the area designated as proposed easement on the site plan marked as Exhibit "A" to the attached easement agreement adjacent to Engine Co. 106 at 3401 North Elston Avenue; and

WHEREAS, The Commonwealth Edison Company, an Illinois corporation, is the Grantor of said easement in consideration of the payment of ten dollars (\$10) and other good and valuable consideration; and

WHEREAS, The Grantor requires within covenants and conditions to be met by the City of Chicago as Grantee; and

WHEREAS, Said covenants and conditions are satisfactory and acceptable to the Chicago Fire Department; now, therefore,

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

SECTION 1. That an easement agreement in substantially the form attached to and made a part hereof is approved.

SECTION 2. That the Mayor is authorized to execute and the City Clerk to attest said instrument.

SECTION 3. That this ordinance is effective immediately upon passage thereof.

[Exhibit "A" printed on pages 3765 thru 3774 of this Journal.]

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

(Continued on page 3775)

THIS INDENTURE, Made this day of , 198 , by
and between COMMONWEALTH EDISON COMPANY, an Illinois Corporation, 72 West
Adams Street, Chicago, Illinois 60690, hereinafter referred to as Grantor, and
THE CITY OF CHICAGO, a municipal corporation of Illinois, hereinafter referred
to as Grantee;

W I T N E S S E T H:

That Grantor, for and in consideration of the payment of Ten Dollars
(\$10.00) and other good and valuable consideration by the Grantee, receipt of
which is hereby acknowledged, and in consideration of the covenants,
agreements and conditions hereinafter contained on the part of the Grantee to
be made, performed, kept and observed, BY THESE PRESENTS DOES GIVE AND GRANT
unto Grantee, without warranty, a perpetual easement, for the right and
privilege to install, use, operate, maintain, replace and remove one fifteen
(15) foot wide driveway (hereinafter referred to as "Facility"), in, upon and
along part of Grantor's Northwest T.S.S. property for ingress to and egress
from Grantee's adjoining property by pedestrians, employee automobiles and
other vehicles and mobile equipment owned or leased and operated by Grantee
and its employees and for no other purpose whatsoever.

The said Facility is to be installed as shown on the attached drawing
marked Exhibit "A" attached hereto and made a part hereof, said driveway to be
installed on the property described as follows:

That part of Block Five (5) in Bickerdike Manor Subdivision of
that part of the Southwest Quarter (SW1/4) of Section
Twenty-four (24), Township Forty (40) North, Range Thirteen (13)
East of the Third Principal Meridian, lying North of West Roscoe
Street and East of Joseph Bickerdike's Third Subdivision and of
Elston Avenue, as shown by plat recorded July 5, 1905, in Book
90 of Plats, at Page 11, described as follows: Commencing at
the intersection of the North line of West Roscoe Street and the
Northerly line of Elston Avenue, thence East, along said North
line of West Roscoe Street, a distance of Thirty-five (35) feet;
to the point of beginning; thence North, at right angles to the
last-described course, a distance of One Hundred Thirty-two
(132) feet; thence East at right angles to the last-described
course and parallel with said North line of West Roscoe Street,
a distance of Fifteen (15) feet; thence South One Hundred
Thirty-two (132) feet to the North line of West Roscoe Street,
Fifteen (15) feet East of the point of beginning, thence West
along the North line of West Roscoe Street Fifteen (15) feet, to
the point of beginning in Chicago, Cook County, Illinois.

This grant is made by Grantor and accepted by the Grantee under the following terms and conditions:

FIRST: Grantee shall notify Grantor in writing at least forty-eight (48) hours in advance, except in case of emergency and in case of routine inspection and operation, before entering upon said property of Grantor to make the herein proposed installation, or any repair, replacement or removal thereof, in order that Grantor can have a representative or representatives present at such time or times if it so desires; said prior notice shall be directed to Grantor's Division Operating Manager in Chicago, Illinois, Telephone Number (312) 267-8131, Ex. 400, or such other person designated by Grantor, and Grantee agrees that any work in said property shall be done to the satisfaction of said representative or representatives of Grantor, and Grantee further agrees, upon request, to reimburse Grantor for the service of such representative or representatives.

SECOND: Grantee agrees that said Facility will be installed in Grantor's property in strict conformity with said Exhibit "A" attached hereto. Any proposed changes in said plans, before or after installation, shall be submitted to Grantor for its written approval and no work shall be commenced until such written approval has been obtained.

THIRD: Grantee agrees to reimburse Grantor and its grantees, lessees or licensees for any expense incurred in protecting or rearranging their facilities due to the installation, operation, maintenance or removal of said Facility.

FOURTH: Grantee shall indemnify and save harmless the Grantor, its officers and employees, from all claims, litigation and liability asserted against them or any of them, and any costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever or on account of damage to any property, caused by, connected with, or in any way attributable to, the rights herein granted or Grantee's failure to comply

with any of the terms or conditions hereof. Grantee shall undertake the defense of Grantor, its officers and employees in any such litigation, if Grantor requests Grantee to do so.

FIFTH: Grantor shall not be liable to Grantee for damage to the Facility due to the installation, operation, maintenance or removal of any present or future facilities of Grantor in Grantor's property.

SIXTH: Grantee agrees that any equipment used in the installation of the Facility shall not exceed fifteen (15) feet in height, that no blasting will be done, and that suitable markers will be installed and maintained to indicate the presence of and location of said Facility in Grantor's property. Upon completion of construction, Grantee agrees to furnish Grantor with a copy of plan indicating the installed location of said Facility and said markers.

SEVENTH: Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from the County of Cook, State of Illinois, and any other authorities having jurisdiction, before using said premises for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

EIGHTH: Grantee agrees to require its contractor, before commencing the work of installing, repairing, replacing or removing the Facility to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractor, a policy or policies of insurance issued by good and responsible insurance companies and in a form satisfactory to Grantor as follows:

- 1.) Workers' Compensation Insurance Policy: Coverage A - To pay promptly when due all compensation and other benefits required of the insured by the workers' compensation law. Coverage B - Employers' Liability: To pay on behalf of the insured with limits not less than \$500,000 each accident/occurrence all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all contractors, subcontractors, and their subcontractors;

- 2.) Comprehensive General Liability Policy or Policies covering all contractors, subcontractors and all their subcontractors with limits not less than the combined single limit of \$3,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy or policies shall not exclude property of Grantor. Commonwealth Edison Company, as Grantor, shall be added as Additional Insured under endorsement GL 2010. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period; and

There shall be furnished to Grantor, prior to commencing the work of installing, repairing, replacing or removing the Facility, a certified copy of each policy of insurance or a Certificate of Insurance issued pursuant to the requirements contained in subparagraphs (1) and (2) of this paragraph EIGHTH. Insurance coverage as required herein in subparagraphs (1) and (2) shall be kept in force until all work has been completed. Declarations in each of said policies shall identify the work as being done by and for others on property owned by Grantor and there shall be no exclusions in any of said policies not approved by Grantor.

NINTH: The rights herein are given subject to any use now made of the property hereinbefore described by Grantor, its grantees, licensees and lessees, and should Grantor desire to make any use of its property with which the Facility will in any manner interfere, Grantee shall, at its cost and expense, within sixty (60) days after receiving such notice from Grantor, make such changes in said Facility as in the judgment of Grantor may be required to avoid interference with the use or proposed use of its property. If such changes are not feasible, then Grantee agrees, within such sixty (60) days, to relocate said Facility to another location designated by Grantor in its property.

TENTH: The rights herein are granted subject to any use now made of the hereinbefore described property by Grantor, its grantees, licensees and lessees, and should Grantor desire to make any use of its property with which

the Facility will in any manner interfere, Grantor shall deliver to Grantee a written notice describing such proposed use and stating that said Facility will interfere with such proposed use. With the notice shall be an estimate of any additional costs incurred by Grantor if its proposed construction is altered to avoid or minimize interference with the Facility. Grantee shall, at its cost and expense, commencing ninety (90) days after receiving such notice from Grantor, (1) make such changes in said Facility as in the judgment of Grantor may be required to avoid or minimize such interference, including relocation of the Facility to another location designated by Grantor in its property or (2) notify Grantor within twenty (20) days of receipt of such notice, that it elects to reimburse Grantor for said additional cost.

ELEVENTH: Grantee agrees to pay Grantor, its grantees, licensees, lessees, successors or assigns, for any and all damage and expense which they or any of them, may sustain or be put to because of damage to any property of Grantor, its grantees, licensees, lessees, successors or assigns, including but not by way of limitation, damage to crops, fences, pasture lands or livestock, on account of the installation, operation, maintenance, repair, replacement or removal of the Facility and Grantee agrees, upon completion of said work to replace all back filling material and surfacing material in a neat and workmanlike manner and to leave Grantor's property in a neat, clean and orderly condition, including the restoration of top soil to its original depth where tillable soil existed prior to installation of said Facility and restoration of the ground to its original elevation. Grantee agrees that there shall be no impairment of natural drainage or of installed drainage facilities occasioned by the construction, installation, repair, replacement, maintenance, operation or removal of the Facility.

TWELFTH: Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against said premises in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed; Grantee further covenants and agrees to hold Grantor and said Premises free from any and all liens, or

rights or claims of lien which may or might arise or accrue under or be based upon any mechanic's lien law, so called, of the State of Illinois, now in force or hereafter to be enacted. All contracts and agreements that may be made by Grantee relating to any work herein proposed, shall expressly state that the interest and reversion of Grantor in and to said premises shall be wholly free from and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether based upon any law or regulation of the State of Illinois, or any other authority, now in force or hereafter to be enacted, and Grantee also hereby covenants and agrees that it will not enter into any contract for such work which shall not in express terms contain the aforesaid provisions.

THIRTEENTH: Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against said premises in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed; Grantee further covenants and agrees to hold Grantor and said Premises free from any and all liens, or rights or claims of lien which may or might arise or accrue under or be based upon any mechanic's lien law, so called, of the State of Illinois, now in force or hereafter to be enacted. All contracts and agreements that may be made by Grantee relating to any work herein proposed, shall expressly state that the interest and reversion of Grantor in and to said premises shall be wholly free from and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether based upon any law or regulation of the State of Illinois, or any other authority, now in force or hereafter to be enacted, and Grantee also hereby covenants and agrees that it will not enter into any contract for such work which shall not in express terms contain the aforesaid provisions.

FOURTEENTH: Upon completion of the construction, installation, laying or placing of said Facility, Grantee shall thereafter and at its own expense maintain, repair and renew said Facility and, in the event of its

failure to do so, Grantor shall have the right, after ten (10) days' written notice to Grantee, to either itself maintain, repair and renew said Facility at the sole cost and expense of Grantee, or to terminate this agreement.

FIFTEENTH: Grantee agrees that it will pay or reimburse Grantor upon demand for all taxes and special assessments levied upon or against the property of Grantor, on account of the installation, operation or maintenance of said Facility.

SIXTEENTH: In the event Grantee fails, at any time or times, to observe or perform any of its covenants or agreements or the terms hereof, Grantor may give written notice of termination to Grantee, and Grantee's rights and authority hereunder shall thereupon cease (except for the right to correct such failure) so long as such failure continues, provided that if such failure shall continue for a period of sixty (60) days after given such notice Grantee's rights and authority hereunder shall terminate forever. Also, if at any time after the installation of the Facility, Grantee shall fail to use the same for a period of twelve (12) consecutive months, Grantee's rights and authority hereunder, without the necessity of any notice to Grantee, shall terminate forever. Upon termination of this Agreement or Grantee's rights and authority hereunder, for any reason whatsoever, Grantee shall, at its expense, remove the Facility and restore the property to the satisfaction of Grantor and reimburse Grantor for all expenses incurred in connection with such removal. If Grantee shall fail to remove the Facility in the manner aforesaid within ninety (90) days after termination, the Facility shall become the sole property of Grantor, without liability or obligation to account to the Grantee therefor, and Grantee shall reimburse Grantor for all expense, incurred by Grantor at any time thereafter, in connection with removal and disposal of all or any portion of the Facility and restoration of Grantor's property. Termination of Grantee's rights and authority hereunder, shall not affect any right of Grantor to indemnification hereunder, arising from any acts, omissions or events occurring prior to such termination nor reimbursement for Grantor's expenses incurred under this paragraph after such termination.

Failure of Grantor, at any time, to insist upon performance or observance of any term, covenant, agreement or condition contained herein shall not be construed as a release of any right of Grantor hereunder or as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.

SEVENTEENTH: This agreement shall be executed for and on behalf of the Grantee pursuant to a Resolution passed by The Mayor and City Council of Grantee and a certified copy of said Resolution shall be attached hereto and made a part hereof as evidence of the authority herein exercised by the undersigned Officers of the Grantee.

EIGHTEENTH: The terms "Grantor" and "Grantee" wherever used in this instrument are intended in each instance to include the respective successors and assigns of Grantor or Grantee, whichever the case may be, and all of the terms and provisions of this instrument shall inure to the benefit of and be binding upon the respective successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

COMMONWEALTH EDISON COMPANY

By _____
Vice President

CITY OF CHICAGO

ATTEST:

Assistant Secretary

MAYOR

By _____
First Commissioner

Commissioner of Public Works

Comptroller

Corporation Counsel

SEAL

Attest: _____

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, Vice President of COMMONWEALTH EDISON COMPANY, an Illinois corporation, and _____, Assistant Secretary of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said company, did affix the said corporate seal of said company to said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day
 of _____, A.D. 19 ____.

 Notary Public

My Commission Expires: _____

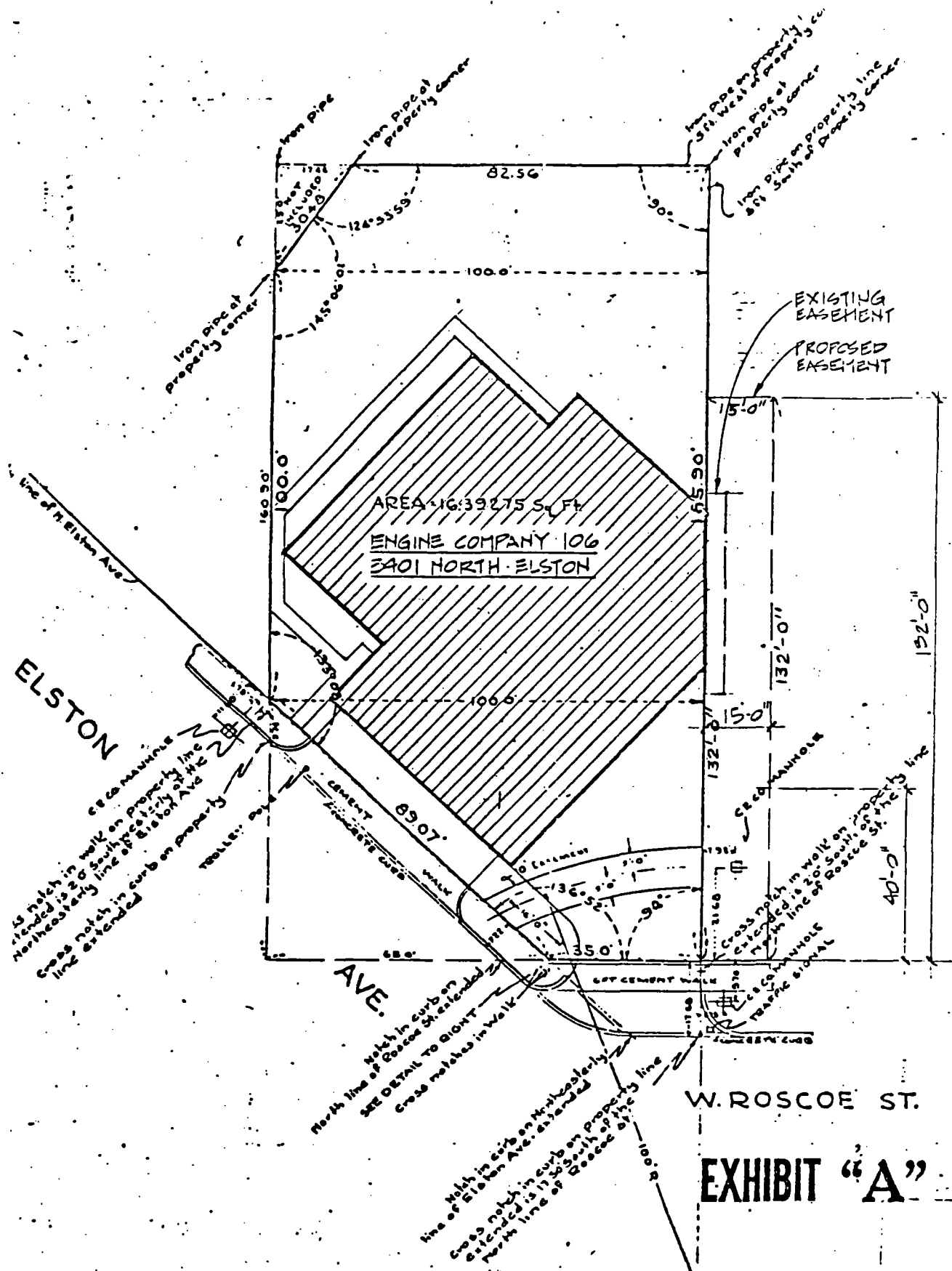
STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the _____, and _____, personally known to me to be the Clerk of said _____, both of whom are personally known to me to be the same persons whose names are subscribed to the acceptance of the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered such acceptance for and on behalf of said _____ and caused the corporate seal of said _____ to be affixed thereto as their free and voluntary act, and as the free and voluntary act of said _____ for the uses and purposes therein set forth, pursuant to a written resolution duly passed by the _____ and _____ of said _____ on the _____ day of _____, A.D. 19 ____.

Given under my hand and notarial seal this _____ day
 of _____, A.D. 19 ____.

 Notary Public

My Commission Expires: _____



(Continued from page 3764)

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

**Execution of Easement Agreement Authorized Between City and Commonwealth
Edison Co. Granting Dept. of Sewers Right to Operate Sewers
Over Specified Property.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Department of Sewers of the City of Chicago contemplates the construction of a storm sewer designated as the West Hobbie Street Plan and Profile Sheet No. 6 marked Exhibit "A" attached to the easement agreement delineated below, and

WHEREAS, The Chicago Title and Trust Company as Trustee under Trust No. 4553 and the Commonwealth Edison Company as the beneficiary of said trust are Grantors of said easement and require certain covenants and conditions from the City of Chicago as the Grantee of said easement, and

WHEREAS, The covenants and conditions required by the Grantors are satisfactory and acceptable by the Department of Sewers; now, therefore,

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

SECTION 1. That an easement agreement in substantially the form attached to and made a part hereof is approved.

SECTION 2. That the Mayor is authorized to execute and the City Clerk to attest said instrument.

SECTION 3. That this ordinance be effective immediately upon the passage thereof.

[Exhibit "A" printed on pages 3776 thru 3784 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

**Authority Granted for Transfer of Parcel ROW-1 in Project
87th-Mackinaw from Dept. of Urban Renewal to Dept.
of Public Works.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

(Continued on page 3785)

THIS INDENTURE, Made this day of , 1983,
by and between CHICAGO TITLE AND TRUST COMPANY, not individually but as
Trustee under Trust Agreement, dated April 26, 1963 and known as Trust No.
45553, hereinafter referred to as "Grantor", COMMONWEALTH EDISON COMPANY, an
Illinois corporation, sole beneficiary of such Trust, hereinafter referred to
as "Edison", and THE CITY OF CHICAGO, a municipal corporation of Illinois,
hereinafter referred to as "Grantee";

W I T N E S S E T H:

That Grantor, for and in consideration of the payment of Seven
Thousand One Hundred Dollars (\$7,100.00) and other good and valuable
consideration by the Grantee, receipt of which is hereby acknowledged, and in
consideration of the covenants, agreements and conditions hereinafter
contained on the part of the Grantee to be made, performed, kept and observed,
BY THESE PRESENTS DOES GIVE AND GRANT unto Grantee, without warranty, a
perpetual centerline easement, for the right and privilege to install, use,
operate, maintain, replace and remove a storm sewer, outfall structure, gate
chamber, and manholes and access areas without any deviation from plan
thereof, (hereinafter referred to as "Facility"), in, under and across Parcel
2 of Grantor's Crosby T.S.S. property being part of Lots 9 and 10 in Block 96
of Elston's Addition to Chicago in Section 4, Township 39 North, Range 14,
East of the Third Principal Meridian in Cook County, Illinois.

The said Facility is to be installed as shown on a Plat by the City
of Chicago, Department of Sewers W. Hobbie St. plan and Profile Sheet No. 6
marked Exhibit "A" attached hereto and made a part hereof.

This grant is made subject and subordinate to the rights previously
granted by Grantor to the Metropolitan Sanitary District of Greater Chicago
such having installed equipment and facilities laid across Grantor's Property
at this location. Consent of such Grantee(s) is a prerequisite to exercise of
the rights hereunder granted.

This grant is made by Grantor and accepted by the Grantee under the following terms and conditions:

FIRST: Grantee shall notify Edison in writing at least forty-eight (48) hours in advance, except in case of emergency and in case of routine inspection and operation, before entering upon said property of Grantor to make the herein proposed installation, or any repair, replacement or removal thereof, in order that Edison can have a representative or representatives present at such time or times if it so desires; said prior notice shall be directed to Edison's Division Operating Manager in Chicago, Illinois, Phone Number (312) 379-5050, Extension 418, or such other person designated by Edison, and Grantee agrees that any work in said property shall be done to the satisfaction of said representative or representatives of Edison, and Grantee further agrees, upon request, to reimburse Edison for the service of such representative or representatives.

SECOND: Grantee agrees that said Facility will be installed in Grantor's property in strict conformity with said Exhibit "A" attached hereto. Any proposed changes in said plans, before or after installation, shall be submitted to Edison for its written approval and no work shall be commenced until such written approval has been obtained.

THIRD: Grantee agrees to reimburse Grantor, Edison and their respective grantees, lessees or licensees for any expense incurred in protecting or rearranging their facilities on Grantor's property due to the installation, operation, maintenance or removal of said Facility.

FOURTH: Grantee shall indemnify and save harmless the Grantor, Edison, their respective officers and employees, from all claims, litigation and liability asserted against them or any of them, and any costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever or on account of damage to any property, caused by, connected with, or in any way attributable to, the rights herein granted or Grantee's failure to comply with any of the terms or conditions hereof.

Grantee shall undertake the defense of Grantor, Edison, their respective officers and employees in any such litigation, if Grantor or Edison requests Grantee to do so.

FIFTH: Neither Edison nor Grantor shall be liable to Grantee for damage to the Facility due to the installation, operation, maintenance or removal of any present or future facilities of Edison in Grantor's property.

SIXTH: Grantee agrees that no blasting will be done, and that suitable markers will be installed and maintained to indicate the presence of and location of said Facility in Grantor's property. Upon completion of construction, Grantee agrees to furnish Edison with a copy of plan indicating the installed location of said Facility and said markers.

SEVENTH: Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from the County of Cook, State of Illinois, and any other authorities having jurisdiction, before using said premises for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

EIGHTH: Grantee agrees to require its contractor, before commencing the work of installing, repairing, replacing or removing the Facility to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractor, a policy or policies of insurance issued by good and responsible insurance companies and in a form satisfactory to Edison as follows:

- 1.) Workers' Compensation Insurance Policy: Coverage A - To pay promptly when due all compensation and other benefits required of the insured by the workers' compensation law. Coverage B - Employers' Liability: To pay on behalf of the insured with limits not less than \$500,000 each accident/occurrence all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all contractors, subcontractors, and their subcontractors;

- 2.) Comprehensive General Liability Policy or Policies covering all contractors, subcontractors and all their subcontractors with limits not less than the combined single limit of \$3,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy or policies shall not exclude property of Grantor. Both Chicago Title & Trust Company as Trustee aforesaid and Commonwealth Edison Company, shall be added as Additional Insured under endorsement GL 2010. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period; and

There shall be furnished to Edison, prior to commencing the work of installing, repairing, replacing or removing the Facility, a certified copy of each policy of insurance or a Certificate of Insurance issued pursuant to the requirements contained in subparagraphs (1) and (2) of this paragraph EIGHTH. Insurance coverage as required herein in subparagraphs (1) and (2) shall be kept in force until all work has been completed. Declarations in each of said policies shall identify the work as being done by and for others on property owned by Grantor and there shall be no exclusions in any of said policies not approved by Edison.

NINTH: The rights herein are granted subject to any use now made of the hereinbefore described property by Grantor, Edison, their respective grantees, licensees and lessees.

TENTH: Any electrolysis mitigating methods or equipment used in connection with Grantee's Facility shall be coordinated with methods or requirements of Edison and Grantee agrees to provide and install, at its sole cost and expense, such equipment as may be necessary to mitigate any electrolysis caused by the presence of said Facility in Grantor's property.

ELEVENTH: Grantee agrees, upon completion of said work, to replace all back filling material and surfacing material in a neat and workmanlike manner and to leave Grantor's property in a neat, clean and orderly condition.

Grantee agrees that there shall be no impairment of natural drainage or of installed drainage facilities occasioned by the construction, installation, repair, replacement, maintenance, operation or removal of the Facility.

TWELFTH: Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against said premises in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed; Grantee further covenants and agrees to hold Grantor, Edison and said Premises free from any and all liens, or rights or claims of lien which may or might arise or accrue under or be based upon any mechanic's lien law, so called, of the State of Illinois, now in force or hereafter to be enacted. All contracts and agreements that may be made by Grantee relating to any work herein proposed, shall expressly state that the interest and reversion of Grantor and Edison in and to said premises shall be wholly free from and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether based upon any law or regulation of the State of Illinois, or any other authority, now in force or hereafter to be enacted, and Grantee also hereby covenants and agrees that it will not enter into any contract for such work which shall not in express terms contain the aforesaid provisions.

THIRTEENTH: Upon completion of the construction, installation, laying or placing of said Facility, Grantee shall thereafter and at its own expense maintain, repair and renew said Facility and, in the event of its failure to do so, Edison shall have the right, after ten (10) days' written notice to Grantee, to either itself maintain, repair and renew said Facility at the sole cost and expense of Grantee, or to terminate this agreement.

FOURTEENTH: Grantee shall have the right to enter upon, occupy and utilize temporarily, from time to time, so far as may be reasonably necessary, a strip of land lying fifteen (15) feet on both sides of the centerline of said Facility for the installation, maintenance or removal thereof provided, however, that such rights over Grantor's property shall be exercised in such a manner as not to interfere with Edison's use of its property.

FIFTEENTH: Grantee agrees that Grantor, Edison and or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvement.

SIXTEENTH: In the event Grantee fails, at any time or times, to observe or perform any of its covenants or agreements or the terms hereof, Grantor or Edison may give written notice of termination to Grantee, and Grantee's rights and authority hereunder shall thereupon cease (except for the right to correct such failure) so long as such failure continues, provided that if such failure shall continue for a period of sixty (60) days after given such notice Grantee's rights and authority hereunder shall terminate forever. Also, if at any time after the installation of the Facility, Grantee shall fail to use the same for a period of twelve (12) consecutive months, Grantee's rights and authority hereunder, without the necessity of any notice to Grantee, shall terminate forever. Upon termination of this Agreement or Grantee's rights and authority hereunder, for any reason whatsoever, Grantee shall, at its expense, remove the Facility and restore the property to the satisfaction of Edison and reimburse Edison for all expenses incurred in connection with such removal. If Grantee shall fail to remove the Facility in the manner aforesaid within ninety (90) days after termination, the Facility shall become the sole property of Edison, without liability or obligation to account to the Grantee therefor, and Grantee shall reimburse Edison for all expense, incurred by Edison at any time thereafter, in connection with removal and disposal of all or any portion of the Facility and restoration of Grantor's property. Termination of Grantee's rights and authority hereunder, shall not affect any right of Grantor and Edison and their respective officers and employees, to indemnification hereunder, arising from any acts, omissions or events occurring prior to such termination nor reimbursement for Grantor's or Edison's expenses incurred under this paragraph after such termination. Failure of Grantor or Edison at any time, to insist upon performance or

observance of any term, covenant, agreement or condition contained herein shall not be construed as a release of any right of Grantor or Edison hereunder or as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.

SEVENTEENTH: As further consideration for this grant of easement, Grantee agrees to cause its contractors to deposit, before the start of construction, with Edison, an irrevocable letter of credit, drawn on a national or state bank in the sum of Two Thousand Dollars (\$2,000.00) U.S. currency, payable on drafts drawn to the order of Commonwealth Edison Company, on the following terms and conditions:

1. Drafts drawn by Commonwealth Edison Company shall be accompanied by a letter signed by the Edison's Real Estate Departments Land Supervisor stating that Grantee has not complied with the provisions of Paragraph ELEVENTH of this easement grant.
2. The letter of credit shall expire upon issuance of a letter signed by said Edison's representative stating that compliance has been made by Grantee or its contractor with the provisions of Paragraph ELEVENTH and in any event, said letter of credit shall expire twelve months after written notification has been sent by U.S. mail, registered, return receipt requested, to said Edison's representative, that construction has been completed.

EIGHTEENTH: This agreement shall be executed for and on behalf of the Grantee pursuant to a Resolution passed by the Mayor and City Council of Grantee and a certified copy of said Resolution shall be attached hereto and made a part hereof as evidence of the authority herein exercised by the undersigned Officers of the Grantee.

NINETEENTH: The terms "Grantor" and "Grantee" wherever used in this instrument are intended in each instance to include the respective successors and assigns of Grantor, Edison or Grantee, whichever the case may be, and all

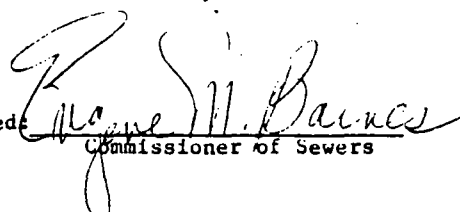
of the terms and provisions of this instrument shall inure to the benefit of and be binding upon the respective successors and assigns of Grantor, Edison and Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

City of Chicago a Municipal
Corporation

By: _____
Mayor

ATTEST: _____
City Clerk

Approved: 
Commissioner of Sewers

Approved as to form and legality:

Assistant Corporation Counsel

Commonwealth Edison Company

By _____
President

Attest: _____
Secretary

CHICAGO TITLE AND TRUST COMPANY
not individually, but as Trustee
under Trust Agreement dated April 26,
1963, and known as Trust No. 45553

By _____

Attest: _____

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, Vice President of COMMONWEALTH EDISON COMPANY, an Illinois corporation, and _____, Assistant Secretary of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said company, did affix the said corporate seal of said company to said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day
 of _____, A.D. 198 .

 Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
 COUNTY OF)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the _____, and _____, personally known to me to be the Clerk of said _____, both of whom are personally known to me to be the same persons whose names are subscribed to the acceptance of the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered such acceptance for and on behalf of said _____ and caused the corporate seal of said _____ to be affixed thereto as their free and voluntary act, and as the free and voluntary act of said _____ for the uses and purposes therein set forth, pursuant to a written resolution duly passed by the _____ and _____ of said _____ on the _____ day of _____, A.D. 198 .

Given under my hand and notarial seal this _____ day
 of _____, A.D. 198 .

 Notary Public

My Commission Expires: _____

(Continued from page 3775)

WHEREAS, The Department of Public Works has requested the transfer of Parcel ROW-1 for use as a right-of-way in connection with the Ewing Avenue Drawbridge Project; and

WHEREAS, The Department of Urban Renewal had previously acquired Parcel ROW-1 in Project 87th and Mackinaw, consisting of 5,192 square feet at the northwest corner of South Chicago and Harbor Avenues; and

WHEREAS, The Board of the Department of Urban Renewal has by resolution adopted June 21, 1903, a copy of which has been transmitted to this Council, approved the transfer of Parcel ROW-1 to the Department of Public Works without transfer of departmental funds or any consideration whatsoever; now, therefore,

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

SECTION 1. The transfer of Parcel ROW-1 Project 87th and Mackinaw from the City of Chicago, Department of Urban Renewal to the Department of Public Works without transfer of departmental funds or any consideration whatsoever is hereby approved.

SECTION 2. This ordinance shall take effect immediately upon its passage.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

**Authority Granted to Amend Legal Description Regarding
Purchase of Property at No. 2400 S. Wood St.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council of the City of Chicago on December 27, 1982 adopted an ordinance authorizing the Corporation Counsel to acquire a tract of land designated as 2400 S. Wood Street for the sum of \$800,000.00; and

WHEREAS, Pending said acquisition on January 5, 1983, the City of Chicago entered into a License Agreement with ABC Tread Co., Inc. in which ABC Tread Co., Inc. licensed the tract described below for the use of the City together with the structure on said property; and

WHEREAS, By inadvertence the legal description set forth in said ordinance was in error and this body desires to amend the legal description to conform with the legal description in said License Agreement and the intent of the parties, now, therefore,

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

SECTION 1. The legal description in the ordinance adopted December 27, 1982 found on pages 14507 through 14510 of the Journal of Proceedings of said date is hereby rescinded.

SECTION 2. That in lieu of said legal description the following legal description is to be inserted:

All of each of Lots 15, 24 and 25; part of each of Lots 14, 16, 17, 22, 23, and 26 and part of vacated Canal 'B' all in Block 11; together with a part of the west half of vacated South Paulina Street lying east of and adjoining said Block 11, and a part of the east half of vacated South Wood Street lying west of and adjoining said Block 11, all in S. J. Walker's Dock Addition to Chicago a Subdivision of the east half north of the river of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, said tract of land being more particularly described as follows:

Beginning at the point of intersection of an eastward extension of the south line of the north 82.92 feet of said Lot 14 with the east line of said west half of vacated South Paulina Street and running thence south along said east line of the west half of vacated South Paulina Street a distance of 132.62 feet to a point 15.54 feet south of an eastward extension of the north line of said Lot 16; thence southwesterly along a straight line, which intersects the east line of said Lot 16 at a point 29.97 feet south of the northeast corner thereof which intersects the west line of said Lot 17 at a point 39.08 feet south of the northwest corner thereof which intersects the east line of said Lot 23 at a point 82.8 feet south of the northeast corner thereof which intersects the west line of said Lot 22 at a point 88.85 feet south of the northwest corner thereof and which intersects the east line of Lot 15 in Block 12 in said S. J. Walker's Dock Addition to Chicago at a point 23.83 feet south of the northeast corner of said Lot 15, a distance 725.94 feet, to its intersection with the west line of said east half of vacated South Wood Street; thence north along said west line of the east half of vacated South Wood Street a distance of 423.7 feet to its intersection with a westward extension of the south line of the north 82.92 feet of said Lot 26, and thence east along said westward extension, along said line of the north 82.92 feet of Lot 26, and along an eastward extension of said south line of the north 82.92 feet of Lot 26 and along said south line of the north 82.92 feet of said Lot 14, and said eastward extension, a distance of 665.08 feet to the point of beginning, all in Cook County, Illinois.

SECTION 3. That all other terms of said ordinance to remain in full force and effect.

SECTION 4. That this ordinance be in full force and effect from the date of its passage.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

**Commissioner of Public Works Authorized to Negotiate
for Acquisition of Property Located at
W. 32nd St. and S. Hoyne Av.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago will be reconstructing W. 32nd Street from S. Damen Avenue to S. Bell Avenue, S. Hoyne Avenue from W. 32nd Street to the Stevenson Expressway and S. Bross Avenue from S. Leavitt Avenue to S. Western Avenue; and

WHEREAS, The widening, realignment and improvement of the southwest corner of the intersection of W. 32nd Street and S. Hoyne Avenue is part of this improvement; now, therefore,

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

SECTION 1. That the Commissioner of Public Works is authorized to negotiate with the owner or owners for the purchase of the property required for the above mentioned improvement.

SECTION 2. That it is desirable and necessary that the following described property be acquired by the City of Chicago for the purpose herein set forth in the ordinance:

Lot 1 (except the south 20.8 feet thereof) in H. H. Walker's Subdivision of the East half (E. 1/2) of Block 16 South of alley of S. J. Walker's Subdivision of that part south of the Canal of the Northwest quarter (N.W. 1/4) of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, also of that part south of the Canal of the East half (E. 1/2) of the Northeast quarter (N.E. 1/4) of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois commonly known as 3200 S. Hoyne Avenue.

SECTION 3. In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 4. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone-45.

Nays--None.

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

Bid Rejected and City Comptroller Authorized to Re-Advertise for Sale City-Owned Vacant Property at No. 1944 W. Thomas St.

The Committee on Land Acquisition and Disposition 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 of Chicago hereby rejects the bid of Anita Rest, 1118 N. Damen Avenue, Chicago, Illinois to purchase for the sum of \$3,876.00, the City-owned vacant property; previously advertised pursuant to Council authority passed April 16, 1980, page 2740.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

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

Lot 11 in Subdivision of Lot 6 in Block 2 in Supreme Court Partition of Blocks 2, 4, 7, and West half of Block 3 and South half of Block 8 in Subdivision by Cochran and others of West half of Southeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. (Commonly known as 1944 W. Thomas Street, Permanent Tax No. 17-06-400-041).

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

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

COMMITTEE ON ZONING.

Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

The Committee on Zoning submitted the following report:

CHICAGO, December 8, 1983.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to your committee on August 17, 31, September 14, 28, October 12, 20, 31, and November 9, 1983) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski the committee's recommendations were *Concurred In* and said proposed ordinances were *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 1-E.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by, supplementing all the B6-7 Restricted Central Business District Symbols and indications as shown on Map No. 1-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish on the roof of the building at 180 North Michigan Avenue.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

Reclassification of Area Shown on Map No. 1-E.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish on the roof of the building at 625 North Michigan Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

the alley next north of and parallel to W. Huron Street; N. Sedgwick Street; W. Huron Street; and a line 48 feet west of and parallel to N. Sedgwick Street,

to those of a C3-5 Commercial Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 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 B6-7 Restricted Central Business and C3-7 Commercial Manufacturing Districts symbols and indications as shown on Map No. 2-F in area bounded by

W. Marble Place; S. LaSalle Street; W. Adams Street; and a line 141 feet west of and parallel to S. LaSalle Street,

to those of a Business Planned Development District, and a corresponding use district is hereby established in the area above described.

[Planned Development printed on pages 3791 thru 3798 of this Journal.]

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-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 Residential Planned Development symbols and indications as shown on Map No. 2-H in the area bounded by

W. Jackson Boulevard; S. Seeley Avenue; W. Van Buren Street; the alley next west of and parallel to S. Hoyne Avenue; a line 178.73 feet north of and parallel to W. Van Buren Street; a line 119.0 feet east of and parallel to the alley next west of and parallel to S. Hoyne Avenue; W. Gladys Avenue; and the alley next east of and parallel to S. Leavitt Street,

to the designation of a Residential-Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 3799 thru 3807 of this Journal.]

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

Reclassification of Area Shown on Map No. 5-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service and R3 General Residence Districts symbols and indications as shown on Map No. 5-J in the area bounded by

W. Fullerton Avenue; a line 96.15 feet east of N. Kimball Avenue; the alley next south of W. Fullerton Avenue; the alley next east of N. Kimball Avenue; a line 41.93 feet south of the alley next south of W. Fullerton Avenue; and N. Kimball 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. 6-F
(as Amended).*

(Continued on page 3808)

PLAN OF DEVELOPMENTBUSINESS PLANNED DEVELOPMENT NO.STATEMENTS

1. The area delineated herein as Business Planned Development (the "Planned Development") consists of approximately 27,478 square feet of real property bounded on the north by Marble Place, on the east by South LaSalle Street, on the south by West Adams Street, and on the west by a line approximately 141 feet west of and parallel to South LaSalle Street (the "Property"), as identified in the drawing attached hereto entitled "Property Line Map." Title to the property is held by: LaSalle National Bank under trust agreement dated February 28, 1981 and known as Trust No. 10-38114-09 and by American National Bank and Trust Company of Chicago under trust agreements dated May 1, 1981 and known as Trust No. 52604 and Trust No. 52603, respectively. For purposes of the Planned Development, single designated control of the property is held by American National Bank and Trust Company of Chicago as trustee of Trust No. 52604. The beneficiaries of the said trusts are identified in the Economic Disclosure Statement attached hereto. The Applicant is the contract purchaser of the property and the agent of the beneficiaries for the purpose of seeking this zoning amendment.

APPLICANT: John Buck
200 South Wacker Drive
Chicago, Illinois 60606

DATE: October 12, 1983

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.

4. The following uses shall be permitted within the Planned Development: business, commercial, retail, service and related uses, including off-street parking.

5. Business and business identification signs may be permitted within the Planned Development subject to the review and approval of the Commissioner of the Department of Planning and of the Department of Inspectional Services.

6. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago and shall have a minimum width of sixteen feet to

APPLICANT: John Buck
200 South Wacker Drive
Chicago, Illinois 60606

DATE: October 12, 1983

provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.

7. The height restriction of the development and any appurtenance attached thereto shall be subject to:

- (1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and
- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
- (3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

8. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

9. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

APPLICANT: John Buck
200 South Wacker Drive
Chicago, Illinois 60606

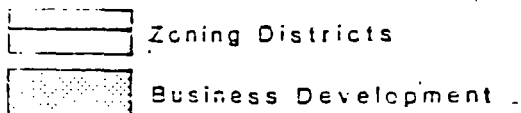
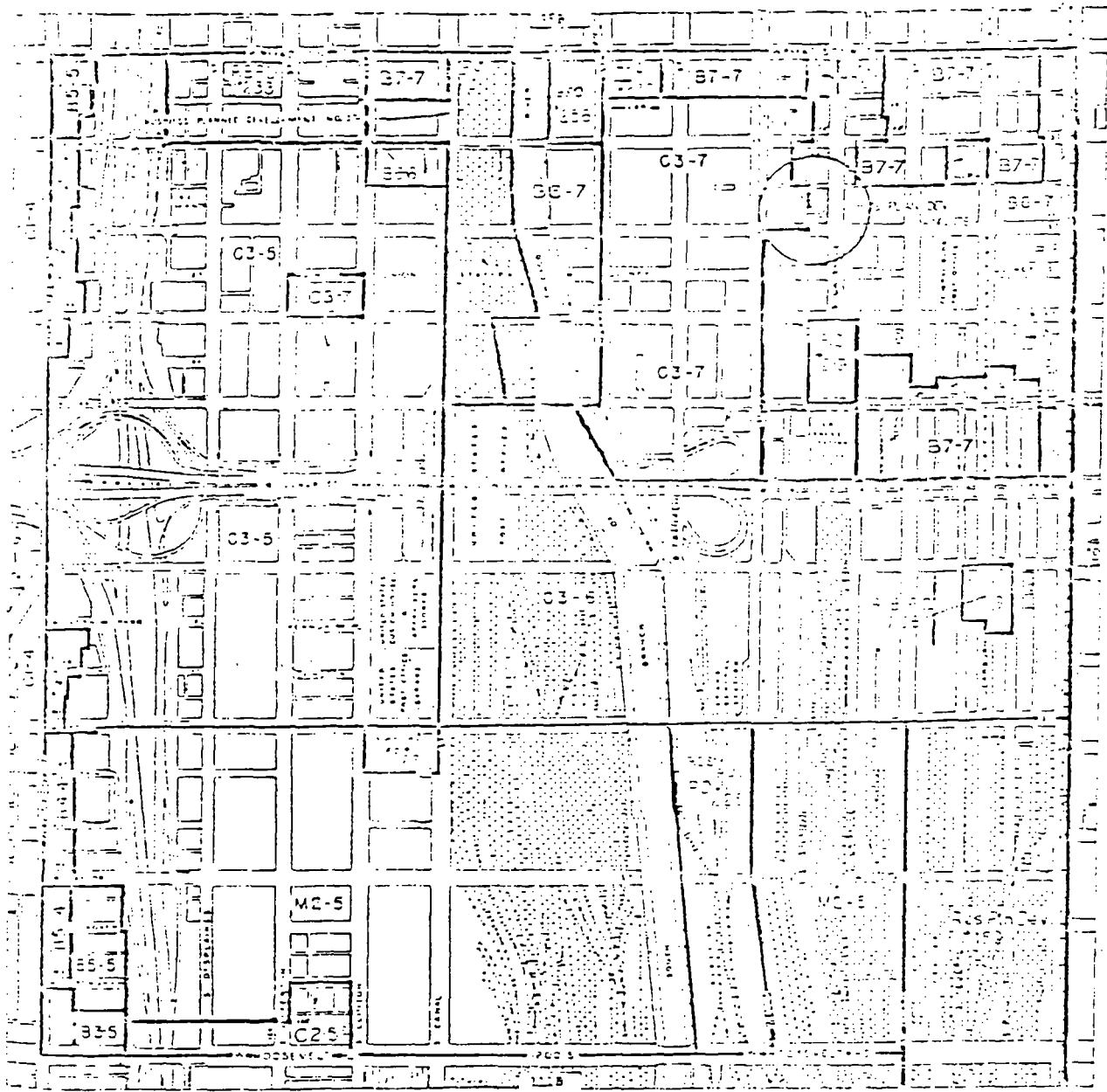
DATE: October 12, 1983

10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: John Buck
200 South Wacker Drive
Chicago, Illinois 60606

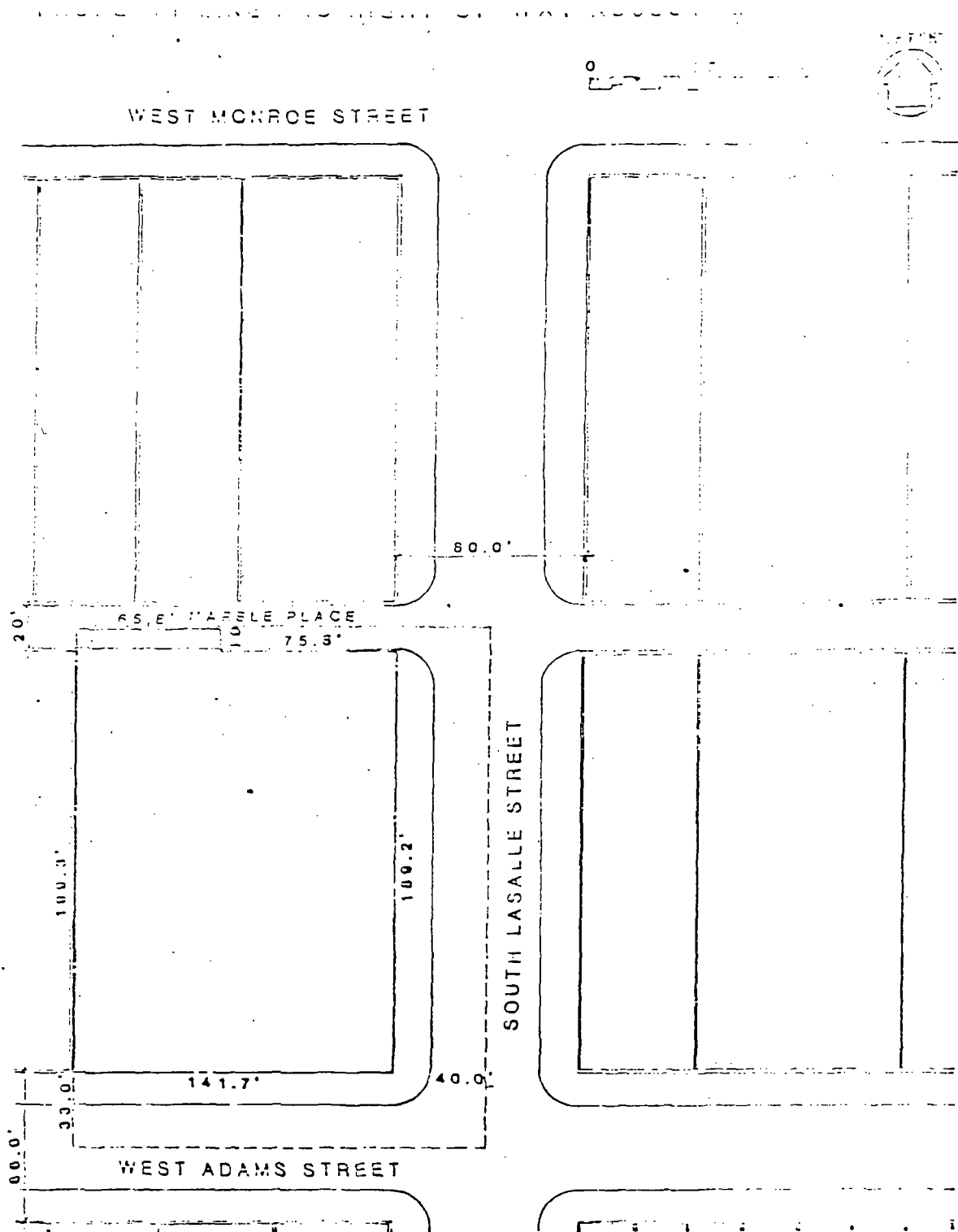
DATE: October 12, 1983

EXISTING ZONING AND PREFERENTIAL STREET MAP



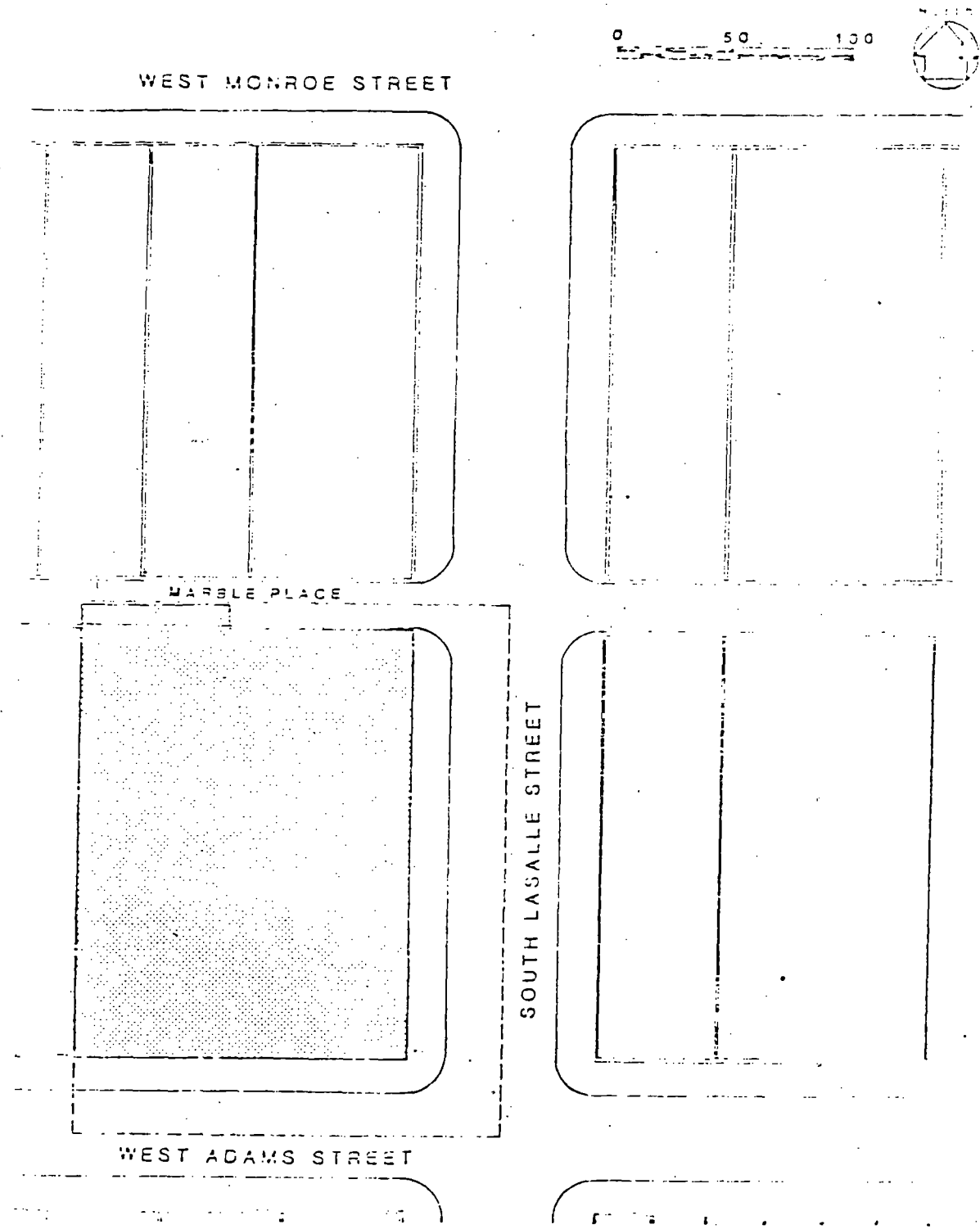
APPLICANT: John Buck
 200 South Wacker Drive
 Chicago, Illinois 60606

DATE: October 3, 1983



APPLICANT: John Buck
 200 South Wacker Drive
 Chicago, Illinois 60606

DATE: October 3, 1983



APPLICANT: John Buck
 200 South Wacker Drive
 Chicago, Illinois 60603

DATE: October 3, 1983

- ☐ General Building Unit
- ☐ Planned Development
- ☐ Planned Unit Development

BUSINESS PLANNED DEVELOPMENT NO.
PLANNED DEVELOPMENT USE AND BULK REGULATION AND DATA

Net Site Area

27,473 square feet, or .547 acre

General Description of Land Use:

Business and commercial uses, including office and retail space, service type business and related uses, and off-street parking

Maximum Building Height:

538 feet

Maximum F.A.R.:

30.64

Maximum % of Land Covered at Grade:

86.64%

Gross Site Area:

(Gross site area = net site area (27,478 square feet) + area of public street (14,928)

42,406 square feet, or .974 acre

Minimum Number of Required Parking Spaces:

25

Maximum Number of Parking Spaces Permitted:

50

Minimum Number of Loading Spaces:

4

APPLICANT: John Buck
200 South Wacker Drive
Chicago, Illinois 60606

Date: October 12, 1983

PLAN OF DEVELOPMENTRESIDENTIAL BUSINESS PLANNED DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Residential Business Planned Development" consists of property commonly known as "Van Buren Park" ("the Property"). The planned development consists of 210,630 square feet of net site area bounded by:

W. Jackson Boulevard; S. Seeley Avenue;
W. Van Buren Street; the alley next west
of and parallel to S. Hoyne Avenue; a
line 178.73 feet north of and parallel to
W. Van Buren Street; a line 119.0 feet
east of and parallel to the alley next
west of and parallel to S. Hoyne Avenue;
W. Gladys Avenue; and the alley next east
of and parallel to S. Leavitt Street.

Legal title to the subject property is held by the American National Bank and Trust Co. under a trust agreement dated June 1, 1982, amended November 15, 1982, and known as Trust No. 55292. Van Buren Park Associates, an Illinois limited partnership, is the sole beneficiary of Trust No. 55292, and for purposes of this application exercises control and ownership of the subject property. The applicant herein, Capital Associates Development Corp., a Delaware corporation, is the sole general partner of Van Buren Park Associates.

Applicant: Capital Associates Development Corp.
Address: 1122 North LaSalle Street
Chicago, Illinois 60610
Date: October 11, 1983

2. All applicable officials' reviews, approvals or permits are required to be obtained by the Department of Urban Renewal and the Department of Planning, or its successors upon conveyance of Central West Disposition Parcel R-7.

3. Use of the land will consist of: housing for the elderly and families in fourteen (14) one- to two-story buildings and one (1) nineteen-story building; business, commercial, retail-related services and other uses permitted in a B-2, Restricted Retail District; off-street parking and loading; and related recreational uses.

4. Off-street parking and loading facilities will be provided in compliance with this plan of development and the Central West Redevelopment Plan; one (1) space for each family dwelling unit and one (1) space for every four (4) elderly dwelling units.

5. Any dedication or vacation of streets and alleys or adjustments of right-of-way or consolidation or re-subdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or its successors and approval by the City Council.

Applicant: Capital Associates Development Corp.
Address: 1122 North LaSalle Street
Chicago, Illinois 60610
Date: October 11, 1983

6. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

7. Identification signs may be permitted within the area delineated as Residential Planned Development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.

8. The height restriction of each building and any appurtenance attached thereto shall be subject to:

- (1) Height limitations as certified on Form FAA-117 (or on a successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration;
- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council; and
- (3) Height limitations as approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, FAA.

Applicant: Capital Associates Development Corp.
Address: 1122 North LaSalle Street
Chicago, Illinois 60610
Date: October 11, 1983

9. The following information sets forth data concerning a generalized land use plan illustrating development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.

10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of the Department of Planning.

Applicant: Capital Associates Development Corp.
Address: 1122 North LaSalle Street
Chicago, Illinois 60610
Date: October 11, 1983

RESIDENTIAL BUSINESS PLANNED DEVELOPMENTPLANNED DEVELOPMENT USE AND
BULK REGULATIONS AND DATANet Site Area

210,630 sq. ft. or 4.83 acres

Gross Site Area (including areas of public right-of-way)

317,417 sq. ft. or 7.28 acres

Generalized Description of Land Use

Townhouses for families and handicapped persons with related residential and recreational uses, and off-street parking; elderly units for elderly and handicapped persons in elevator structure with related residential uses; recreational uses, off-street parking and loading; business, commercial, retail and related services and other uses permitted in a B-2 Restricted Retail District (except the otherwise applicable restrictions marked by an asterisk in the Zoning Ordinance shall not apply) and accessory off-street parking and loading.

Maximum Number of Dwelling Units

Family dwelling units	80
Elderly dwelling units	220
TOTAL:	300

Maximum Building Height

187.25 feet (El. 202.25 feet (including C.C.D.))

Maximum Amount of Commercial Space to be Permitted

3,150 square feet

Applicant: Capital Associates Development Corp.
Address: 1122 North LaSalle Street
Chicago, Illinois 60610
Date: October 11, 1983

RESIDENTIAL BUSINESS PLANNED DEVELOPMENT:
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA
Page Two

Maximum F.A.R. for Total Site

1.27

Maximum % of Land Covered (for total net site area)

27%

Minimum Periphery Setbacks

North: 8 feet
West: 15 feet
South: 105 feet
East: 15 feet

Setbacks may be adjusted when necessary for technical reasons,
subject to the approval of the Department of Planning.

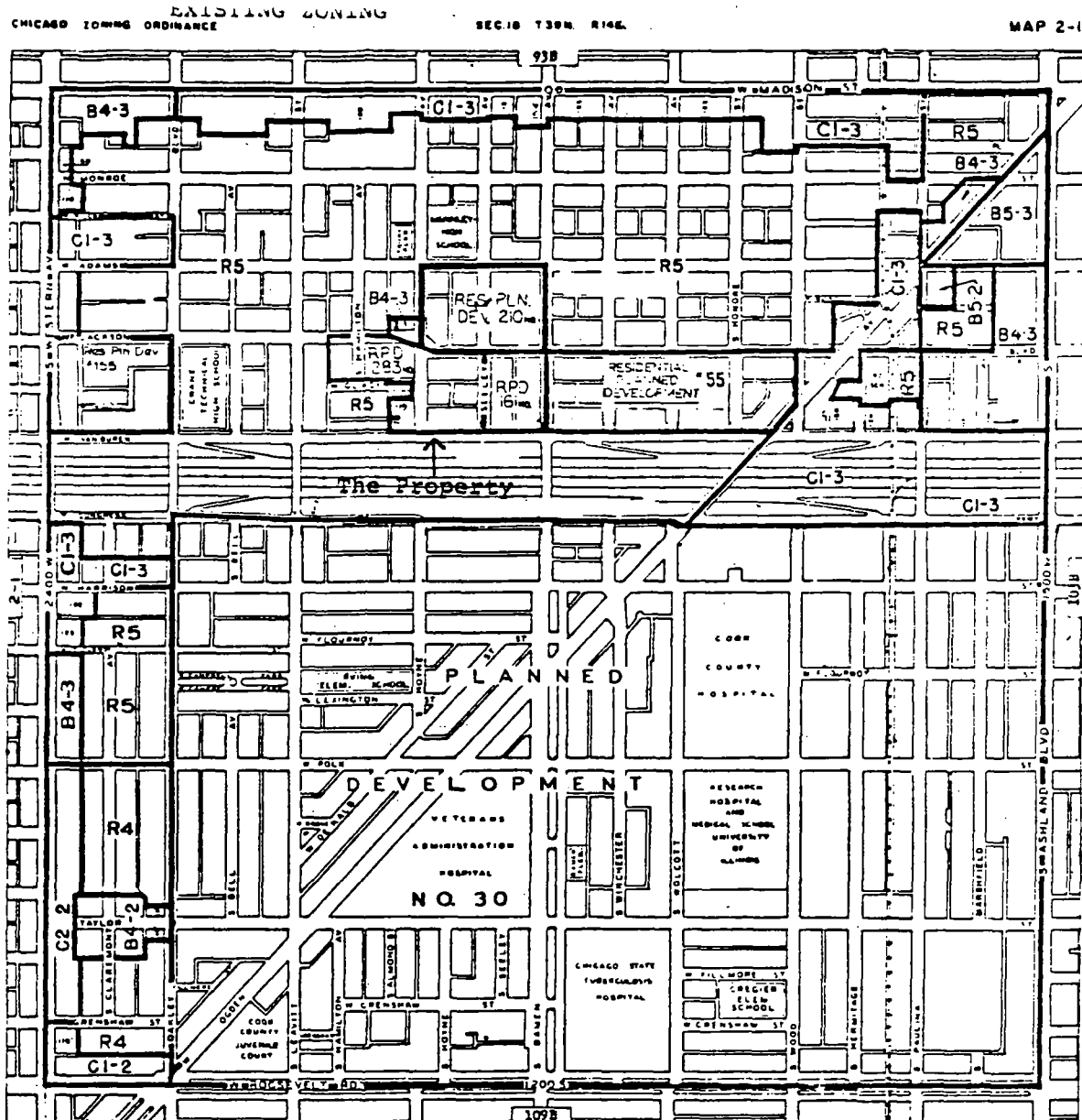
Minimum Number of Off-Street Parking Spaces to be Provided

Family dwelling units	80 spaces
Elderly dwelling units	55 spaces
B-2 uses	10 spaces
TOTAL:	145 spaces

Minimum Number of Loading Spaces to be Provided

Family dwelling units	0
Elderly dwelling units	1
B-2 uses	1
TOTAL:	2

Applicant: Capital Associates Development Corp.
Address: 1122 North LaSalle Street
Chicago, Illinois 60610
Date: October 11, 1983

**RESIDENCE DISTRICTS**

- R1 SINGLE-FAMILY RESIDENCE DISTRICT
- R2 SINGLE-FAMILY RESIDENCE DISTRICT
- R3 GENERAL RESIDENCE DISTRICT
- R4 GENERAL RESIDENCE DISTRICT
- R5 GENERAL RESIDENCE DISTRICT
- R6 GENERAL RESIDENCE DISTRICT
- R7 GENERAL RESIDENCE DISTRICT
- R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

- B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
- B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
- B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

AS
AMENDED
5-26-82

COMMERCIAL DISTRICTS

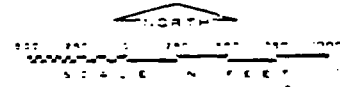
- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

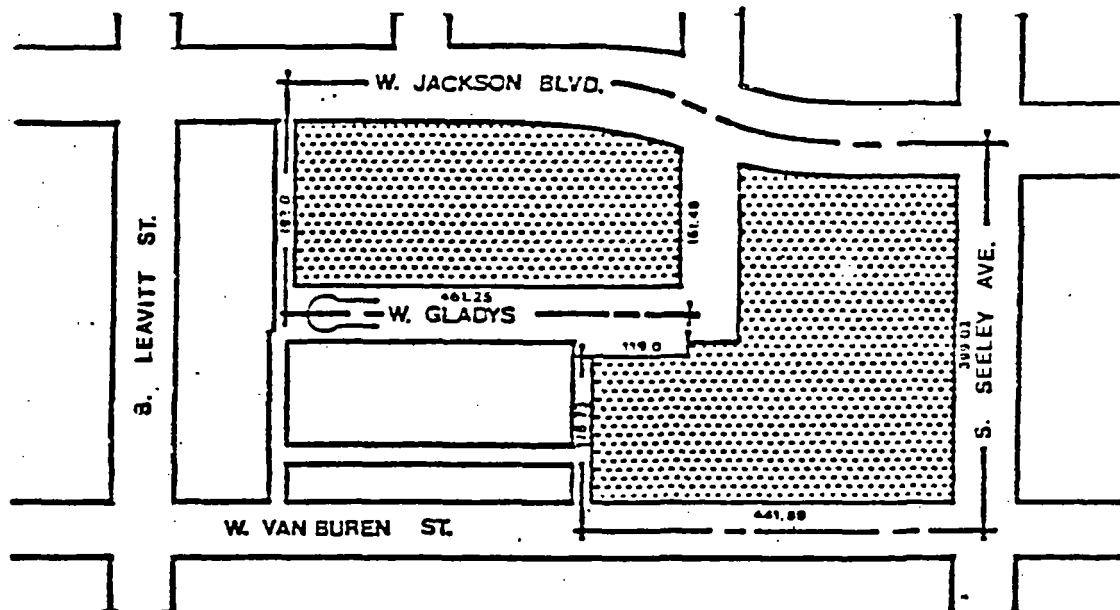
Applicant: Capital Associates Development Corp.
Address: 1122 North LaSalle Street
Chicago, Illinois 60610

Date: October 11, 1983



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN



Applicant: Capital Associates Development Corp.
1122 North LaSalle Street
Chicago, Illinois 60610

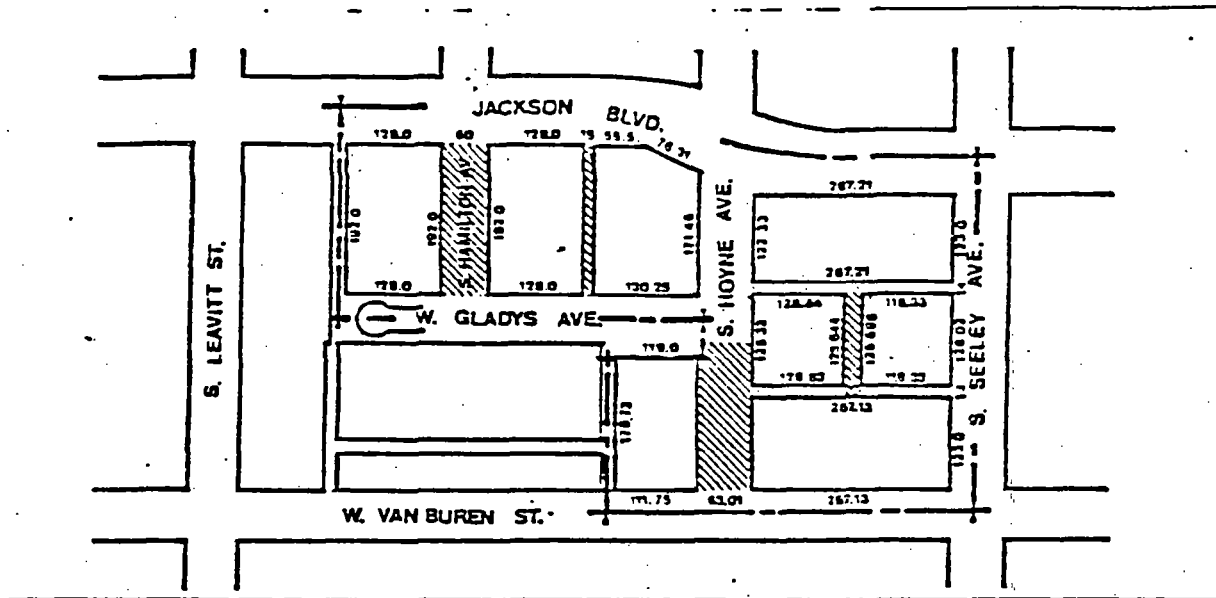
Date: October 11, 1983



LEGEND

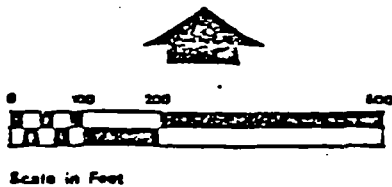
- Planned Development Boundary
- Residential

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



Applicant: Capital Associates Development Corp.
1122 North LaSalle Street
Chicago, Illinois 60610

Date: October 11, 1983



LEGEND

 Planned Development Boundary
 Streets & Alleys To Be Vacated

(Continued from page 3790)

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 M2-2 General Manufacturing District symbols and indications as shown on Map No. 6-F in area bounded by

W. 23rd Place; S. Canal Street; the alley next south of and parallel to W. 23rd Place; and the alley next west of and parallel to S. Canal Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-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. 7-M in area bounded by

W. Barry Avenue; the alley next east of and parallel to N. Austin Avenue; a line 60 feet south of and parallel to W. Barry Avenue; and N. Austin 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. 9-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-J in area bounded by

W. Henderson Street; N. Drake Avenue; a line 105 feet south of and parallel to W. Henderson Street; and the alley next west of and parallel to N. Drake Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-O.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 9-O in area bounded by

W. Irving Park Road; a line 2,055.10 feet east of and parallel to N. Pacific Avenue; a line 125 feet south of and parallel to W. Irving Park Road; the alley next east of and parallel to N. Pacific Avenue; a line 200 feet south of and parallel to W. Irving Park Road; and a line 2047.60 feet east of and parallel to N. Pacific 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 Nos. 14-D and 12-D
(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 Residential Planned Development District symbols and indications as shown on Map Nos. 14-D and 12-D in the area bounded by:

East 55th Street; the alley next west of and parallel to South Greenwood Avenue, or the line thereof if extended where no alley exists; a line 100 feet north of East 55th Street; South Greenwood Avenue; East 55th Street; South University Avenue; East 57th Street; the alley next west of and parallel to South Woodlawn Avenue; a line 198.91 feet south of East 57th Street; South Woodlawn Avenue; a line 248.91 feet south of East 57th Street; the alley next west of and parallel to South Woodlawn Avenue; a line 298.91 feet north of East 58th Street; South Woodlawn Avenue; a line 98.91 feet north of East 58th Street; the alley next west of and parallel to South Woodlawn Avenue; a line 148.89 feet north of East 58th Street; the east line of South University Avenue; a line 198.89 feet north of East 58th Street; the alley next west of and parallel to South Woodlawn Avenue; a line 248.89 feet north of East 58th Street; South University Avenue; East 58th Street; South Woodlawn Avenue; a line 50 feet north of East 58th Street; the alley next east of and parallel to South Woodlawn Avenue; East 58th Street; South Kenwood Avenue, or the line thereof if extended where no street exists; a line 147.9 feet south of East 58th Street; a line 188 feet east of South Kenwood Avenue, or the line thereof if extended where no street exists; a line 97.9 feet south of East 58th Street; the east line of South Kenwood Avenue, or the line thereof if extended where no street exists; East 58th Street; South Dorchester Avenue; a line 248.02 feet north of East 59th Street; a line 150 feet east of South Dorchester Avenue; a line 350 feet north of East 59th Street; South Blackstone Avenue, or the line thereof if extended where no street exists; the north line of East 60th Street; South Stony Island Avenue; East 61st Street; the east line of the right-of-way of the Illinois Central Railroad; the south line of East 60th Street; the west line of the right-of-way of the Illinois Central Railroad; East 61st Place; South Blackstone Avenue; East 61st Street; South Dorchester Avenue; a line 214.37 feet north of East 61st Street; South Kenwood Avenue; East 61st Street; South Drexel Avenue; East 60th Street; South Cottage Grove Avenue; a line 96 feet north of East 58th Street; the alley next east of and parallel to South Cottage Grove Avenue; a line 144 feet north of East 58th Street; South Maryland Avenue; a line 72 feet north of East 58th Street; the alley next east of and parallel to South Cottage Grove Avenue; a line 48 feet north of East 58th Street; South Maryland Avenue; East 58th Street; South Drexel Avenue; a line 96 feet north of East 58th Street; the alley next west of and parallel to South Drexel Avenue; a line 360 feet north of East 58th Street; South Drexel Avenue; a line 189 feet south of East 57th Street; the alley next west of and parallel to South Drexel Avenue; a line 25.02 feet south of East 57th Street; South Maryland Avenue; East 57th Street; South Drexel Avenue; a line 36 feet north of East 57th Street; the alley next east of and parallel to South Drexel Avenue; a line 137 feet north of East 57th Street; South Drexel Avenue; a line 154 feet north of East 57th Street; the alley next east of and parallel to South Drexel Avenue; a line 216 feet north of East 57th Street; South Drexel Avenue; a line 240 feet north of East 57th Street; the alley next east of and parallel to South Drexel Avenue; a line 237 feet south of East 56th Street; South Drexel Avenue; a line 213 feet south of East 56th Street; the alley next west of and parallel to South Drexel Avenue; a line 117 feet south of East 56th Street; the alley next east of and parallel to South Drexel Avenue; East 56th Street; the alley next west of and parallel to South Drexel Avenue; a line 45 feet south of East 56th Street; South Drexel Avenue; a line 93 feet south of East 56th Street; the alley next west of and parallel to South Drexel Avenue; a line 69 feet south of East 56th Street; South Maryland Avenue; East 56th Street; the alley next west of and parallel to South Maryland Avenue; a line 69 feet south of East 56th Street; the west line of South Maryland Avenue; a line 141 feet south of East 56th Street; the alley next west of and parallel to South Maryland Avenue; a line 100 feet south of East 56th Street; and South Cottage Grove Avenue,

(Continued on page 3816)

Institutional Planned Development #43 As Amended

P L A N O F D E V E L O P M E N T

Statements

1. The area delineated hereon as "Institutional Planned Development" is owned or controlled by The University of Chicago as title holder or as the beneficiary of trusts holding title or in accordance with and under the terms of the South West Hyde Park Redevelopment Corporation Redevelopment Plan and under the terms of an ordinance adopted by the City Council.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the Chicago Zoning Ordinance.
3. Any dedication or vacation of streets or alleys or adjustment of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of The University of Chicago and approval by the City Council.
4. All applicable official reviews, approvals, or permits are required to be obtained by The University of Chicago.
5. Service drives or any other ingress or egress shall be adequately designed and paved to provide ingress and egress for motor vehicles including emergency vehicles. There shall be no parking within such paved areas.
6. Use of land will consist of Academic, Medical, including Emergency Medical Heliport, Housing, Related Convenience Type Business, and Related Uses as authorized by the Chicago Zoning Ordinance. Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M I Zoning District of the Chicago Zoning Ordinance.
7. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property, in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to an R-5 General Residence District Classification, and with the regulations hereby made applicable thereto.
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments."

APPLICANT: THE UNIVERSITY OF CHICAGO - CHICAGO, ILLINOIS

DATE: AUGUST 12, 1983

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

SUB-AREA	NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	MAXIMUM F.A.R.	MAXIMUM % OF LAND COVERED
	Sq. Ft.	Acres			
A	1,218,844	27.98	Academic, Medical and Related Uses Includes Emergency Medical Heliport	3.0	30
B	1,082,936	24.86	Academic, Student-Staff housing and Related Uses	2.0	40
C	949,880	21.81	Academic, Student-Staff and Related Uses	2.0	35
D	1,411,585	32.40	Academic and Related Uses	2.2	35
E	832,271	19.11	Academic, Student-Staff Housing and Related Uses	2.2	40
F	408,079	9.37	Academic, Student-Staff Housing and Related Uses	2.5	35
G	680,683	15.63	Academic and Related Uses	2.5	40
H	719,303	16.51	Academic, Student-Staff Housing and Related Uses	2.2	45
I	493,658	11.33	Academic, Student-Staff Housing and Related Uses	2.2	35
J	341,606	7.84	Housing, Related Convenience Type Business, and Related Uses	1.5	25
TOTAL	8,138,863	186.84			

GROSS SITE AREA = Net site area 156.84 Acres + Area of R.O.W.
and Public Land 88.30 Acres = 275.14 Acres

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 2.5

PRESENT POPULATION
Academic:

1. Number of Students (9/82: Total Quadrangle degree students) 7,550
2. Faculty 1,180
3. Employees (Includes all Institutions and Hospital Employees) 8,300

Hospitals:

1. Number of Beds 719
2. Number of Doctors 800

Housing (Fraternities, Dormitories, etc):

1. Number of residents and/or actives 180
2. Student Housing 2,280
3. Faculty and Staff 117

Off-street parking requirements for proposed academic, medical, housing, and related uses shall be provided as authorized by the Chicago Zoning Ordinance.

Minimum number of off-street parking for academic, medical, housing, and related uses: 4396 spaces.

Minimum periphery setbacks: Boundary and Front Yard: 15 feet
Boundary and Side Yard: 8 feet

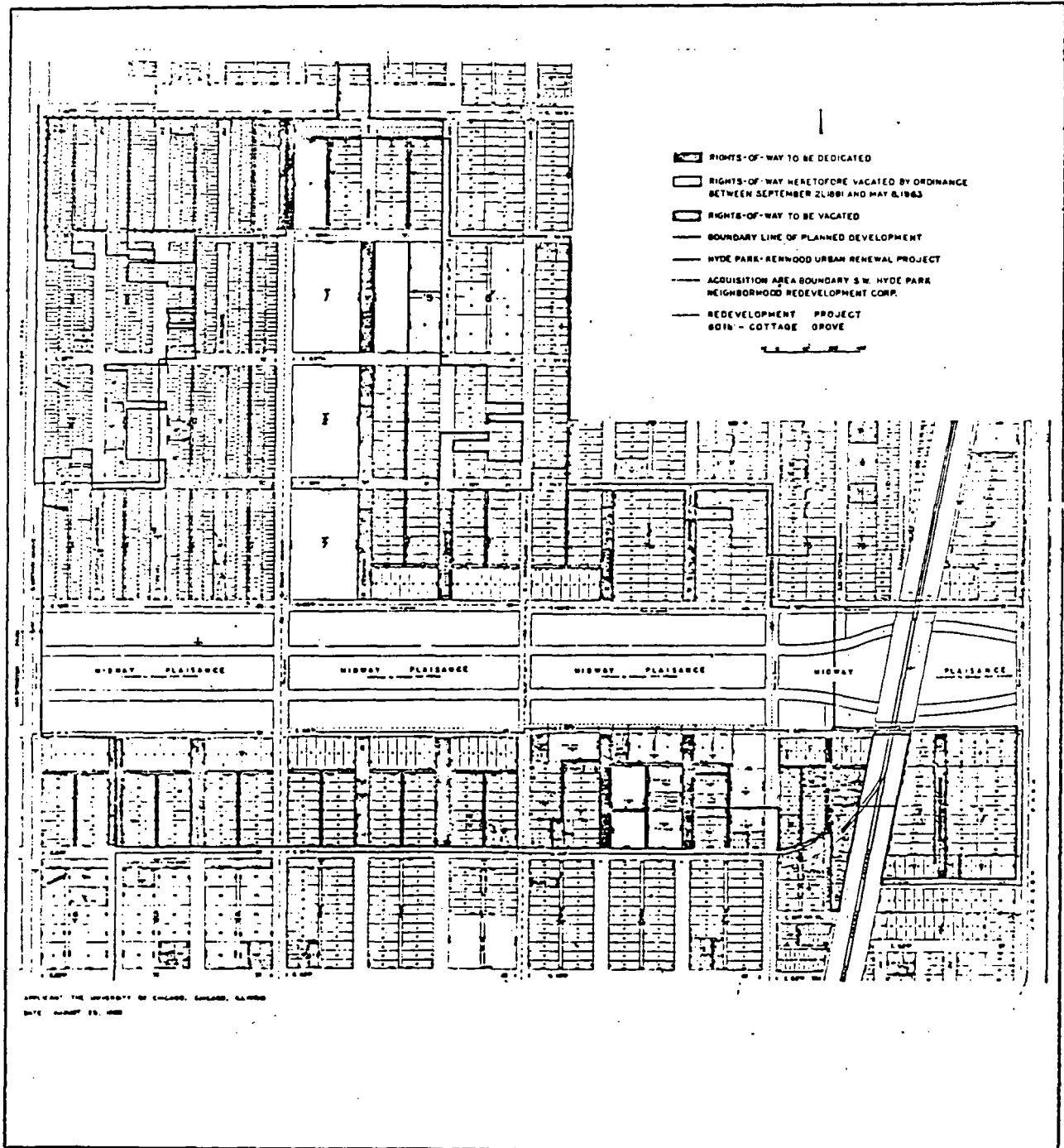
Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Development and Planning.

Maximum percent of land covered (for Total Net Site Area): 35%

Sub area "J" is limited to a maximum of 322 dwelling units, a minimum off-street parking requirement of 308 spaces and a maximum of 20,000 Sq. Ft. of related convenience business and other related uses.

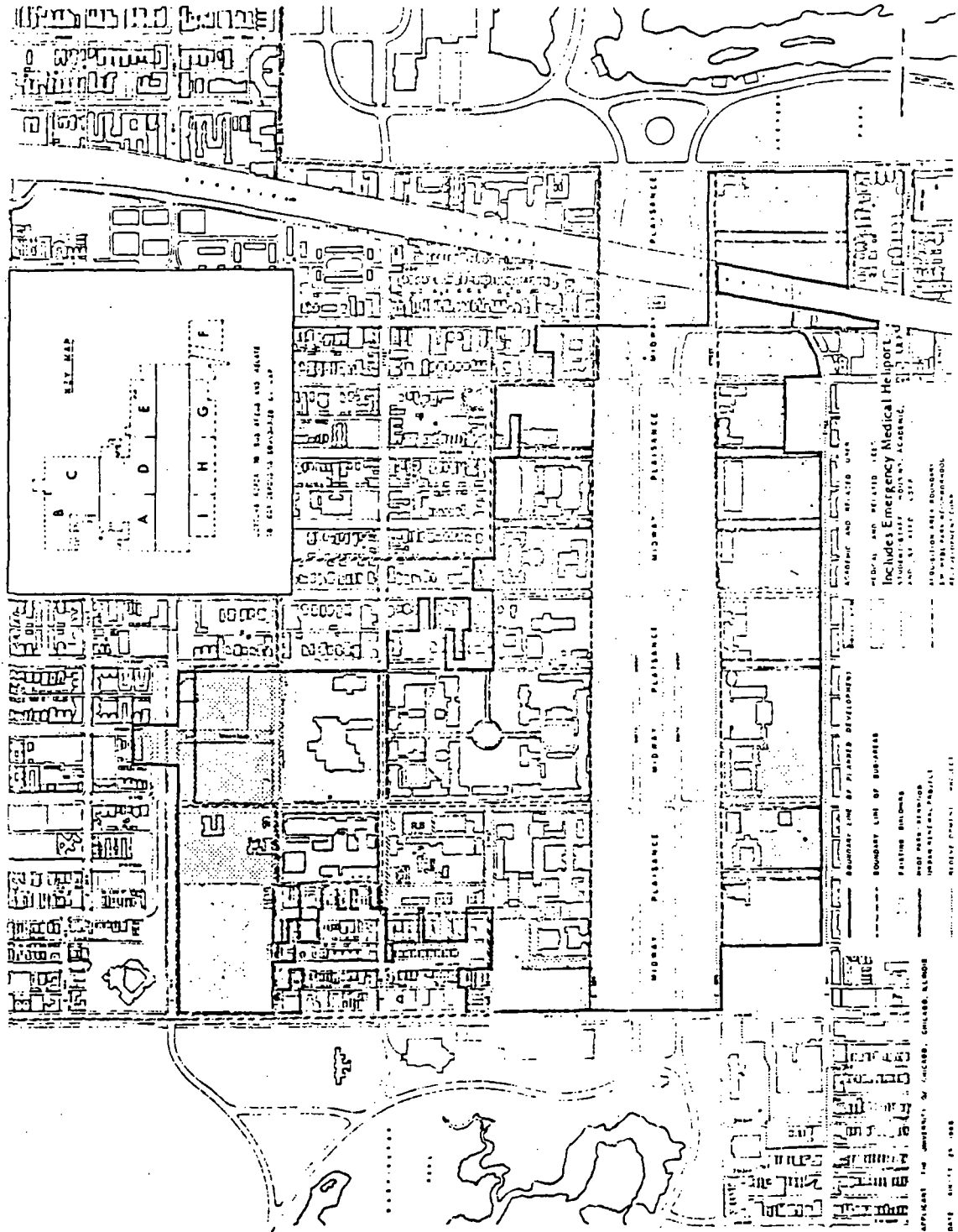
APPLICANT: THE UNIVERSITY OF CHICAGO, CHICAGO, ILLINOIS
DATE: August 12, 1983

INSTITUTIONAL PLANNED DEVELOPMENT No. 43 AS AMENDED
PROPERTY LINE MAP & RIGHT-OF-WAY ADJUSTMENTS



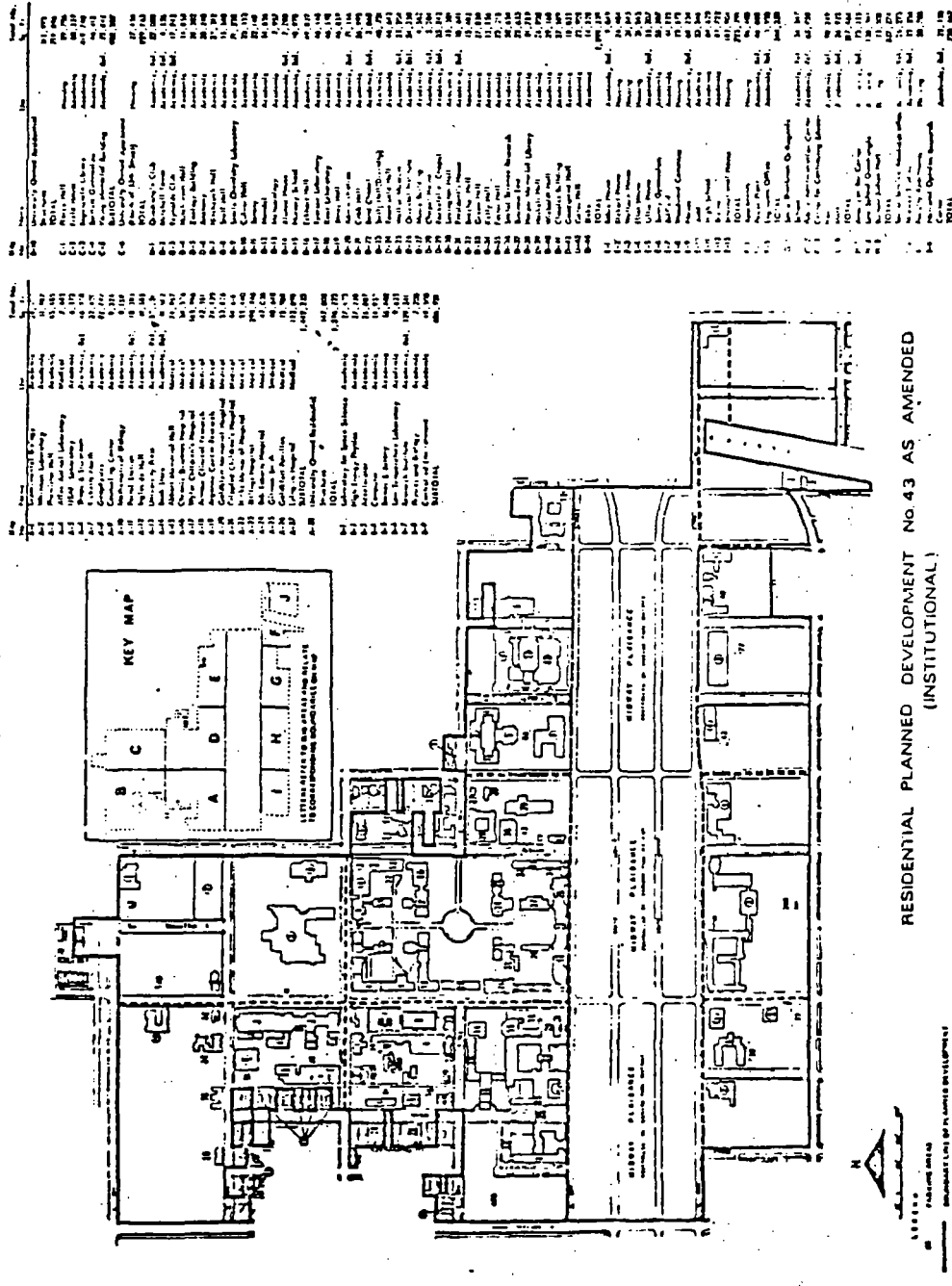
INSTITUTIONAL PLANNED DEVELOPMENT No. 43 AS AMENDED

GENERALIZED LAND USE PLAN



INSTITUTIONAL PLANNED DEVELOPMENT No. 43 AS AMENDED

BUILDING IDENTIFICATION & PARKING LOCATION

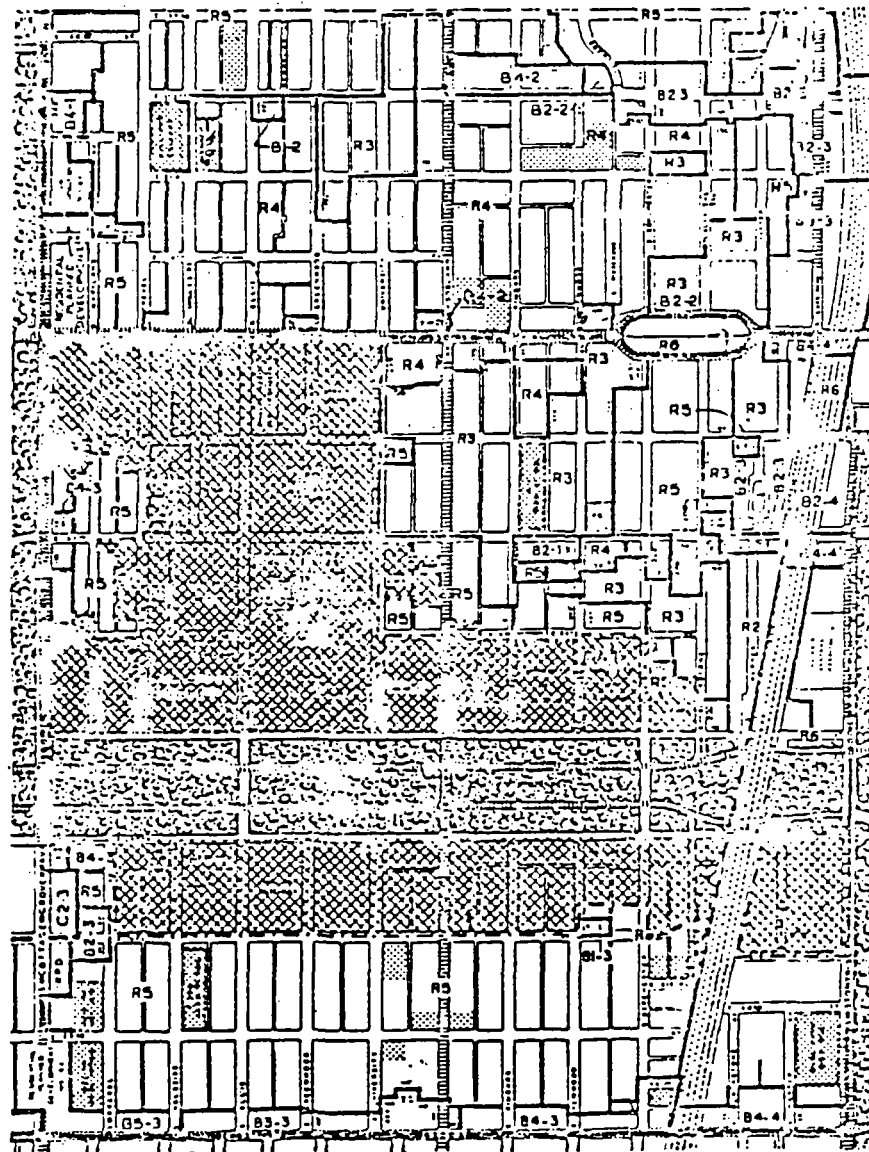


RESIDENTIAL PLANNED DEVELOPMENT No. 43 AS AMENDED
(INSTITUTIONAL)

BUILDING IDENTIFICATION & PARKING LOCATION

NOT TO SCALE
FOR INFORMATION ONLY
DO NOT USE FOR CONSTRUCTION
DATE: 12/9/83

INSTITUTIONAL PLANNED DEVELOPMENT No. 43 AS AMENDED
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

 PLANNED DEVELOPMENT BOUNDARY
 PLANNED DEVELOPMENT AREA
 ZONING DISTRICT BOUNDARY
 PARKS & PLAYGROUNDS
 PUBLIC AND QUASI-PUBLIC FACILITIES
 PREFERENTIAL STREETS



APPLICANT: THE UNIVERSITY OF CHICAGO · CHICAGO, ILLINOIS
 DATE: SEPTEMBER 20, 1972

(Continued from page 3809)

to the designation of a Residential Planned Development as amended which is hereby established in the area above, subject to such use and bulk regulations as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 3810 thru 3815 of this Journal.]

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

Reclassification of Area Shown on Map No. 12-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 12-M in area bounded by

Archer Avenue; S. Central Avenue; the northerly right of way of the I.H.B. Railroad; and a line 336 feet west and parallel to S. Central Avenue as measured along the south line of Archer Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-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. 14-N in area bounded by

a line 190 feet north of and parallel to W. 56th Street; a line 125.5 feet east of and parallel to S. Neenah Avenue; a line 110 feet north of and parallel to W. 56th Street; and S. Neenah 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. 14-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 B4-4 Restricted Service District symbols and indications as shown on Map No. 14-N in the area bounded by

W. 58th Street; the alley next east of S. Harlem Avenue; W. 59th Street; and S. Harlem Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

JOINT COMMITTEE ON BUILDINGS AND ZONING.

**Amendment of Chapter 61, Section 61-18.1 of
Municipal Code of Chicago Concerning
Swimming Pools.**

The Joint Committee on Buildings and Zoning submitted the following report:

CHICAGO, December 9, 1983.

To the President and Members of the City Council:

Your Joint Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed ordinance (referred September 28, 1983) to amend Chapter 61, Section 61-18.1 of the Municipal Code regarding Swimming Pools.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
*Chairman, Committee
on Zoning.*

(Signed) FRED B. ROTI,
*Chairman, Committee
on Buildings.*

On motion of Alderman Cullerton the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 61, Section 61-18.1 of the Municipal Code of Chicago, relating to private residential swimming pools, be and the same is hereby amended by striking therefrom the words "more than two feet" as they appear in the third line, and substituting in lieu thereof the words "more than five feet".

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

**Amendment of Chapter 194A, Article 7.4-1(5) of
Municipal Code of Chicago Concerning
Swimming Pools.**

The Joint Committee on Buildings and Zoning submitted the following report:

CHICAGO, December 9, 1983.

To the President and Members of the City Council:

Your Joint Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed ordinance (referred September 28, 1983) to amend Chapter 194A, Article 7.4-1(5) of the Municipal Code regarding Swimming Pools.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) TERRY M. GABINSKI,

*Chairman, Committee
on Zoning.*

(Signed) FRED B. ROTI,

*Chairman, Committee
on Buildings.*

On motion of Alderman Cullerton the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 194A, Article 7.4-1(5) of the Municipal Code of Chicago/Chicago Zoning Ordinance, is hereby amended by adding the figure and words "over 5 feet deep" after the words in parenthesis (non-commercial).

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

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the 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 ORDINANCE TO CHANGE AREA OF LOADING
ZONE ON PORTION OF W. ARMITAGE AV.

Alderman Hagopian (30th Ward) presented a proposed ordinance to establish a loading zone on W. Armitage Avenue (north side), from a point 20 feet west of N. Laporte Avenue to a point 35 feet west thereof from 8:00 A.M. to 6:00 P.M. Monday through Friday (instead of from a point 20 feet west of N. Laporte Avenue to a point 25 feet west thereof); which was *Referred to the Committee on Traffic Control and Safety*.

*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>
Stemberk (22nd Ward)	S. Pulaski Road (east side), from W. 31st Street to W. 33rd Street (trucks only);
Krystyniak (23rd Ward)	S. Harlem Avenue (east side), from W. 53rd Street to W. 63rd Street;
Kotlarz (35th Ward)	N. Ridgeway Avenue, at No. 2935 (except for handicapped);
Volini (48th Ward)	N. Sheridan Road (east side), at No. 4945.

*Referred--*PROPOSED ORDINANCE TO PROHIBIT PARKING
OF VEHICLES DURING SPECIFIED HOURS ON PORTION
OF W. SUPERIOR ST.

Alderman Damato (37th Ward) presented a proposed ordinance to prohibit the parking of vehicles on W. Superior Street (south side), in the No. 4600 block from 8:00 A.M. to 4:00 P.M., Monday through Saturday; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDER TO DESIGNATE PORTION OF
N. MELVINA AV. AS SERVICE DRIVE, ETC.

Alderman Banks (36th Ward) presented a proposed order to designate N. Melvina Avenue (both sides) from W. North Avenue to the first alley north thereof as a service drive and to permit diagonal parking in said location; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDERS FOR INSTALLATION OF
TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Rush (2nd Ward)	E. 32nd Street and S. Prairie Avenue--"4-Way Stop";
Huels (11th Ward)	W. 32nd Street and S. Shields Avenue--"2-Way Stop";
Krystyniak (23th Ward)	Entrances to north-south alley in No. 5200 block between S. Neeshah Avenue and S. Nashville Avenue--"Thru Traffic Prohibited";

Kotlarz (35th Ward)

N. Bernard Avenue and W. Altgeld Street--
--"Stop";N. Kedzie Avenue and N. Elston Avenue--
--"No Turn on Red";

McLaughlin (45th Ward)

W. Strong Street and N. Nashville Avenue--
--"4-Way Stop";N. Menard Avenue and W. Ainslie Street--
--"Stop";

Volini (48th Ward)

W. Bryn Mawr Avenue and N. Sheridan Road--
--"No Turn on Red";

N. Marine Drive and W. Argyle Street--"Stop";

First alley north of N. Ridge Avenue to No.
5800 N. Glenwood Avenue--"No Parking Here
to Corner".

Referred--PROPOSED ORDERS FOR REMOVAL OF TRAFFIC
SIGNS IN SPECIFIED AREAS.

Alderman Evans (4th Ward) presented proposed orders for the removal 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:

*Type of Sign**Location*

"No Parking Anytime"

E. 52nd Street (south side) from S. Cottage
Grove Avenue, extending 60 feet east thereof;

"No Parking Anytime"

E. 52nd Street (north side) from S. Cottage
Grove Avenue, extending 110 feet east thereof;

Referred--PROPOSED ORDER FOR SURVEY FOR INSTALLATION
OF "STOP" SIGNS AT SPECIFIED INTERSECTION.

Alderdwoman Langford (16th Ward) presented a proposed order for a survey for the installation of "Stop" signs at the intersection of W. Marquette Road and S. Black Drive; which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

None.

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 ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Two proposed orders for issuance of permits to specified organizations to maintain and use certain canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Methodist Episcopal Church Aid Society, 33 N. Clark Street;

United Insurance Company of America, 1 E. Wacker Drive.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Louis Fabisiewicz to maintain and use an existing canopy attached to the building or structure located at 4341 S. Archer Avenue.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MADRZYK (13th Ward) and OTHERS:

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 185 OF MUNICIPAL CODE CONCERNING PROCEDURES AND PENALTIES ASSOCIATED WITH DEPT. OF WATER REVENUES.

A proposed ordinance, presented by Aldermen Madrzyk, Stone, Roti, Humes, Brady, Sheahan, Krystyniak, and Orbach, to amend Chapter 185 of the Chicago Municipal Code by adding new sections to be known as Sections 185-34.1, 185-34.2, 185-34.3, 185-34.4, and 185-34.5 which would set forth certain procedures and penalties regarding the revenues in the Department of Water.--*Referred to the Committee on Finance*.

Presented by

ALDERMAN KRISTYNIK (23rd Ward):

Congratulations Extended to James P. Radcliff on Occasion of Advancement to Rank of Eagle Scout.

A proposed resolution reading as follows:

WHEREAS, James P. Radcliff, a student at Curie High School on Chicago's great southwest side, will receive his Eagle Scout Award January 27, 1984; and

WHEREAS, A diligent and committed scout since 1977, James P. Radcliff has earned many skill awards and merit badges in that time, and also received the Altare Dei Catholic Award at Holy Name Cathedral; and

WHEREAS, James P. Radcliff has been with Troop 474, sponsored by the Knights of Columbus, since 1982; during that time he completed his requirements for Eagle Scout and proved himself outstanding in the areas of merit and citizenship, representing all that is beneficial in the youth of our great City; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 9th day of December, 1983, A. D., do hereby offer our congratulations to James P. Radcliff on his advancement to the rank of Eagle Scout, as well as our best wishes to this outstanding young citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James P. Radcliff.

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

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

*Referred--*PROPOSED ORDER TO INSTALL ALLEY LIGHT AT
SPECIFIED LOCATION.

Also a proposed order to install an alley light in the first north-south alley west of S. Narragansett Avenue between W. 64th Place and W. 65th Street.--*Referred to the Committee on Finance*.

Presented by

ALDERMAN MELL (33rd Ward):

*Referred--*PROPOSED ORDER FOR PERMISSION TO PARK VEHICLES ON
SPECIFIED MEDIAN STRIP.

A proposed order to grant permission for parking vehicles on the median strip of W. Logan Boulevard between N. Sacramento Avenue and N. Troy Street from 8:00 P.M. to 8:00 A.M., with no exceptions.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to White Way Sign Company, 1317 Clybourn Avenue, Chicago, IL 60610, to install a sign/signboard at 601 N. LaSalle Street for Exchange National Bank.--*Referred to the Committee on Zoning*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Two proposed orders for issuance of permits to specified organizations to maintain and use certain canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Belden-Stratford Apartments, 300-314 W. Belden Avenue;

Dunfey Hotels Corporation, 1301 N. State Parkway.

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

**Chapter 26 of Chicago Municipal Code Amended in Reference to
"Chicago Public Works Hiring Order."**

A proposed ordinance reading as follows:

WHEREAS, The rate of unemployment among residents of the City of Chicago is higher than both the national and statewide averages; and

WHEREAS, The City Council of the City of Chicago is desirous of promoting employment opportunities for residents of the City; and

WHEREAS, Minority and female residents of the City of Chicago have historically been denied equality of opportunity for employment in the construction industry; and

WHEREAS, The City of Chicago is desirous of insuring compliance with federal laws and regulations regarding equal employment opportunity; now, therefore,

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

SECTION 1. Chapter 26 of the Municipal Code of the City of Chicago is hereby amended by adding thereto new Sections 26-27, 26-28 and 26-29, in italics, as follows:

26-27(a) For any construction project having an estimated contract value of \$100,000 or more, and which is funded entirely by the City of Chicago with its own revenues or in part with federal revenues pursuant to congressionally created grant programs which are intended to encourage economic revitalization including improved opportunities for the poor, minorities and/or unemployed within the municipality to which the grant was given (including, without limitation, Community Development Block Grants, Urban Development Action Grants and Economic Development Administration Grants), the total construction worker hours by the contractor and subcontractors in the category of unskilled construction laborers shall be performed at least 50 percent by actual residents of the City of Chicago. The total construction worker hours by the contractor and subcontractors in the category of skilled construction trade workers shall be performed as follows:

For contracts advertised as of January 1, 1984, at least 40 percent of the total worker hours shall be performed by actual residents of the City of Chicago.

For contracts advertised as of January 1, 1985, at least 45 percent of the total worker hours shall be performed by actual residents of the City of Chicago.

For contracts advertised as of January 1, 1986, and thereafter, at least 50 percent of the total worker hours shall be performed by actual residents of the City of Chicago.

These minimal percentage levels of Chicagoans as laborers and skilled trade workers shall not be understood as limiting or deterring the fuller utilization of Chicagoans beyond these numerical levels, but are intended instead as minimum requirements.

(b) Implementation of the requirements established in Section 27(a) of this chapter will be achieved by including in contracts described therein the following language:

" 'Skilled construction trade workers' includes all worksite foremen, journeyworkers, including technical engineers, apprentices, construction trainees and helpers. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers, security guards, and custodial workers.

" 'Actual residents of the City of Chicago' shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

"The contractor shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project. The contractor and subcontractors shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

"Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the commissioner of the supervising department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

"Full access to the contractor's and subcontractors' employment record shall be granted to the Purchasing Agent, the commissioner of the supervising department, the Superintendent of the Chicago Police Department, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

"At the direction of the supervising department, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

"Good faith efforts on the part of the contractor to provide utilization of actual Chicago residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

"When work is completed, in the event that the City has determined that the contractor was not compliant in the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or has failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 percent, 0.0005, of the base bid price for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement for laborers and that 1/20 of 1 percent, 0.0005, of the base bid price for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement for skilled trade workers. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The wilful falsification of statements in the certification of payroll data may subject the contractor or subcontractors or employee to civil or criminal prosecution. See Section 1001 of Title 18 Section 231 of Title 31 of the United States Code.

"Nothing herein provided shall be construed to be a limitation upon the 'Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246' and 'Standard Federal Equal Employment Opportunity, Executive Order 11246,' or other affirmative action required for equal opportunity under the provisions of this contract."

(c) The monetary damages stipulated in subsection (b) hereof may be adjusted by the Purchasing Agent to represent a larger fraction of the base bid price, if the Purchasing Agent determines after review of contractors' compliance with this section that said damages are insufficient to secure compliance herewith. In no event may the damages be adjusted to a lower fraction. Any such change must be made effective for all contracts advertised as of a specific date chosen by the Purchasing Agent and must be made prior to said advertisement.

26-28 (a) If there exists evidence that minorities and/or women are under-represented in a contractor's work force, by comparison thereof to the labor force available within the population of the City of Chicago as established in the most recent federal census or in statistics compiled by the U.S. Department of Labor, if more recent, such contractor shall forthwith take appropriate remedial action to achieve compliance with applicable federal laws and regulations.

(b) For any construction project having an estimated contract value of \$100,000 or more, and which is directly supervised by the City of Chicago, beginning with the calendar year 1984, the City shall have as its yearly equal employment opportunity goals the following percentages of construction aggregated work hours in each of the categories of construction journeyworker and apprentice:

(1) At least 25 percent by minorities, as described in Section 28 (c) of this chapter.

(2) At least 7 percent by women.

For any construction project having an estimated contract value of \$100,000 or more, which is directly supervised by the City of Chicago, beginning with the calendar year 1984, the City shall have as its yearly employment opportunity goals the following percentages of construction aggregated work hours in the category of construction laborer:

(1) At least 40 percent by minorities, as described in Section 28 (c) of this chapter.

(2) At least 10 percent by women.

In order to effectuate the achievement of these goals, the Purchasing Agent shall employ the canvassing formula described in Section 28(b) of this chapter in the bidding for and in the awarding of all contracts involving construction projects having an estimated contract value of \$100,000 or more and which are directly supervised by the City of Chicago.

These goals shall also apply to construction projects subsidized in part with federal revenues pursuant to congressionally created grant programs which are intended to encourage economic revitalization including improved opportunities for the poor, minorities, and unemployed within the municipality to which the grant was given (including, without limitation, Community Development Block Grants, Urban Development Action Grants and Economic Development Administration Grants), and shall be monitored by the supervising department.

(c) Fulfillment of these equal employment opportunity goals for construction projects having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago will be achieved through contracts which shall include the following language:

"In accordance with Chapter 26 of the Municipal Code of Chicago, and in order to promote equality of opportunity for minority and female personnel on this project, the City of Chicago has established the following canvassing formula for the purpose of evaluating proposals and awarding the contract.

"Each bidder is invited to propose the minority and female employee utilization goals for the project, as percentages of the journeyworker and apprentice and laborer hours to be expended in the construction of the project. Lines 2, 4, and 6 in the formula shall not be greater than 50 percent in each category, for the purpose of canvassing only. The 50 percent limit shall not deter or restrict the fuller utilization of minority employees for the project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 8, 10, and 12 shall not be greater than 10 percent in each category, for the purpose of canvassing only. Actual amounts of minority and female work will be measured from the total hours of construction workers employed on the projects within each of the categories of journeyworkers, apprentice, laborers by the contractor and all of the worksite subcontractors.

"Canvassing Formula

Line 1.	Base bid, in figures	_____
Line 2.	Percentage of the total journeyworker hours that the contractor proposes to be worked by minority journeyworkers during construction of the project. Maximum figure .50.	_____
Line 3.	Multiply line 2 by line 1 by 0.04	_____
Line 4.	Percentage of the total apprentice hours that the contractor proposes to be worked by minority apprentices during construction of the project. Maximum figure .50.	_____
Line 5.	Multiply line 4 by line 1 by 0.03	_____
Line 6.	Percentage of the total laborer hours that the contractor proposes to be worked by minority laborers during construction of the project. Maximum figure .50.	_____
Line 7.	Multiply line 6 by line 1 by .01.	_____
Line 8.	Percentage of the total journeyworker hours that the contractor proposes to be worked by female journeyworkers during construction of the project. Maximum figure .10.	_____

Line 9.	Multiply line 8 by line 1 by 0.04	_____
Line 10.	Percentage of the total apprentice hours that the contractor proposes to be worked by female apprentices during construction of the project. Maximum figure .10.	_____
Line 11.	Multiply line 10 by line 1 by 0.03.	_____
Line 12.	Percentage of the total laborer hours that the contractor proposes to be worked by female laborers during construction of the project. Maximum figure .10.	_____
Line 13.	Multiply line 12 by line 1 by 0.01.	_____
Line 14.	Summation of lines 3, 5, 7, 9, 11, and 13.	_____
Line 15.	Subtract line 14 from line 1 = award criteria figure.	_____

"The bidder shall complete the canvassing formula and transfer the final award criteria figure, line 15, to the space provided on the itemized proposal sheet. A contract in the amount of the total base bid will be awarded to the responsible bidder with the lowest award criteria figure. The City reserves the right to revise all arithmetic calculations for correctness. The contractor is obliged during the construction of the project to fulfill every numerical commitment made under the canvassing formula categories. Therefore, every limiting condition or circumstance which may affect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the contractor's obligations as established under the canvassing formula is not available due to such circumstances found to exist during construction. Also, if journeyworkers will not be employed in the project, or apprentices, or laborers, then the proposal made in the appropriate lines, lines 2 and 8, or lines 4 and 10 or lines 6 and 12, should be entered as '0' percent, since when no journeyworker or apprentice or laborer hours are reported after construction, this will be computed by the City as 0 percent minority/female hours achieved. If commitments are made in the apprentice category, lines 4 and 10, the total apprentice hours to be employed on the project should be anticipated to be a substantial number of hours; since it is the intention of the City that where a commitment for a percentage of minority or female apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least 40 hours of minority or female employment as apprentices. For this reason, where a minority or female percentage commitment has been made, if in the final audit of the performance of the contract there are less than 40 minority or female apprentice hours counted, then the number of minority or female apprentice hours will be counted by the City as '0' for the purpose of measuring the achievement towards the apprentice canvassing formula goal.

"Therefore, notice that when the contractor is performing at a level under a minority or female apprentice goal, line 4 or line 10 above, the contractor will be subject to the full amount of liquidated damages, see lines 5 and 11, if at least 40 hours of minority or female apprenticeship are not achieved. When the bidder foresees that this minimum amount of apprenticeship is not available to the project, then '0' should be put in lines 4 and 10 as the percentage commitment for apprentices.

"The contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for non-compliance. The contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the proposal on lines 2, 4, 6, 8, 10 and 12 of the canvassing formula, covering journeyworkers, apprentices, and laborers, respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the contractor.

"Liquidating Damages

"For each one percent (1%) deficiency of minority journeyworkers not utilized toward the goal (line 2), four cents for each hundred dollars of the base bid, calculated as follows:

$$\frac{\text{Line 1} \times .04}{100}$$

"Each one percent (1%) deficiency of shortfall toward the goal (line 8) for female journeyworkers shall be computed in the same way.

"For each one percent (1%) deficiency of minority apprentices not utilized toward the goal (line 4), three cents per each hundred dollars of the base bid, calculated as follows:

$$\frac{\text{Line 1} \times .03}{100}$$

"Each one percent (1%) of shortfall toward the goal (line 10) for female apprentices shall be computed in the same way.

"For each one percent (1%) deficiency of minority laborers not utilized toward the goal (line 6), one cent per each hundred dollars of the base bid, calculated as follows:

$$\frac{\text{Line 1} \times .01}{100}$$

"Each one percent shortfall toward the goal (line 12) for female laborers shall be computed in the same way.

"Reporting

"The contractor shall submit to the City on a timely basis a completed weekly certified payroll, (U. S. Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or equivalent) with race and gender of employees clearly named or coded each week. The contractor is responsible for forwarding every worksite subcontractor's weekly certified payroll. Supportive information regarding an employee's race, gender or work classification of such is required by the City. Failure to report fully all required workforce information will subject the contractor to liquidated damages in the total amount listed in line 14 above.

"In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of the canvassing formula:

Black:	=	Persons having origins in any of the Black racial groups of Africa.
Hispanic:	=	Persons of Mexican, Puerto Rican, Cuban, Central American, or other Spanish culture or origin, regardless of race.
Native American:	=	Persons who are American Indians, Eskimos, Aleuts or Native Hawaiians.
Asian Pacific:	=	Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories or the Northern Marianas.
Asian Indian:	=	Persons whose origins are from India, Pakistan, or Bangladesh.

"Included in the canvassing formula as 'Journeyworkers' are the construction site Journeyworkers from the major trades including, without limitation, truck drivers, electrical groundsmen, and elevator construction helpers. Other 'Helpers,' watchmen, custodial workers, clerical workers, and salaried superintendents are not creditable in the formula. Hourly wage 'Foremen' and 'General Foremen' will be counted as journeyworkers for purposes of the canvassing formula.

"Included in the canvassing formula as 'Apprentices' are only bona fide apprentices currently in a training program certified by the U. S. Department of Labor-Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not creditable in the formula. Individual workers who are both minority and female will have their hours counted toward both a minority goal and any female goal.

"Other Regulations

"The adherence to the canvassing formula does not abrogate other responsibilities of the contractor to comply with equal employment opportunity requirements under federal or state law, municipal ordinance, prevailing government regulations, or terms contained elsewhere in this contract."

(d) The monetary damages stipulated in subsection (c) hereof may be adjusted by the Purchasing Agent to represent a larger fraction of the base bid price, if the Purchasing Agent after review of contractors' compliance with this Section determines that said damages are insufficient to secure contractors' compliance herewith. In no event may said damages be adjusted to a lower fraction. The Corporation Counsel shall assist the Purchasing Agent in the development of standards for the calculation of appropriate liquidated damages. Any such change must be made effective for all contracts advertised as of a specific date chosen by the Purchasing Agent, and must be made prior to said advertisement.

26-29 For construction contracts having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago, the Purchasing Agent shall report during the first quarter of each calendar year at a public hearing before the City Council Committee on Employment, to detail compliance and the methods used to achieve compliance with the requirements of Sections 27 and 28 of this Chapter for the prior calendar year. A written copy of this testimony shall be made available to the public by the Purchasing Agent.

For construction projects funded in part with federal revenues as described in Section 27(a) of this Chapter, the head of each department which supervises such a project shall report during the first quarter of each calendar year at a public hearing before the City Council Committee on Employment to detail compliance and the methods used to achieve compliance with the requirements of Sections 27 and 28 of this Chapter for the prior calendar year. A written copy of this testimony shall be made available to the public by such department head.

SECTION 2. In the event that any section, paragraph, clause or provision of this ordinance shall be held invalid by any court, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 3. This ordinance shall be in full force and effect for all contracts described in Section 1 hereof, bids for which are solicited by advertisement on or after January 1, 1984.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--44.

Nays--None.

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

Presented by

ALDERMAN ORBACH (46th Ward):

*Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.*

A proposed order for issuance of a permit to James R. Bouma to maintain and use an existing canopy attached to the building or structure located at 4128 N. Clarendon Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to Karl Laschet to maintain and use an existing canopy attached to the building or structure located at 2117 W. Irving Park Road.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN ORR (49th Ward):

Congratulations Extended to Lois Weisberg and Mayor's Office of
Special Events for Creating "Sharing It" Program.

A proposed resolution reading as follows:

WHEREAS, The Mayor's Office of Special Events under the leadership of Lois Weisberg has brought a new consciousness and spirit to the City's events with its *Sharing It* program; and

WHEREAS, Under this program the chance to participate in bettering the quality of life is offered to all Chicagoans by providing a way to attack the hunger problems of the City; and

WHEREAS, Almost 800,000 Chicagoans live in poverty and 220,000 City residents depend on food aid each month for survival; and

WHEREAS, We look forward to the day when no one in the City of Chicago goes hungry or is turned out on the street; and

WHEREAS, Through the *Sharing It* program, this holiday season can become a celebration of our common prosperity as citizens of Chicago by building the supply of food to feed the hungry throughout the whole of this coming year; and

WHEREAS, The *Sharing It* program sets an example for future programs by uniting government, private business, the press, financial institutions and the residents of the City to each offer their best and work collectively to reach a common goal; and

WHEREAS, This program enriches the lives of all Chicagoans both in body and spirit; now, therefore,

Be It Resolved, This 9th day of December 1983 that we, the City Council of Chicago, express our gratitude and congratulations to Lois Weisberg, and her staff in the Mayor's Office of Special Events for their inspiring work and innovative leadership in creating the *Sharing It* program.

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

On motion of Alderman Orr, seconded by Alderman Stone, the foregoing proposed resolution was *Adopted*.

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also two proposed orders for issuance of permits to specified organizations to maintain and use certain canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Samuel Fumel, 6217-6225 N. Broadway;

Stars Inn Lounge, Ltd., 7030 N. Clark Street.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permit:

BY ALDERMAN NATARUS (42nd Ward):

Cathedral of Saint James -- for the restoration and rehabilitation of the Cathedral on the premises known as No. 65 E. Huron Street.

License Fee Exemptions:

BY ALDERMAN NARDULLI (26th Ward):

Erie Family Health Center, Inc., No. 1347 W. Erie Street.

BY ALDERMAN W. DAVIS (27th Ward):

Mary Thompson Hospital, No. 140 N. Ashland Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN ORBACH (46th Ward):

Japanese American Service Committee, No. 4427 N. Clark Street -- mechanical ventilation inspection.

BY ALDERWOMAN VOLINI (48th Ward):

Winthrop Towers, No. 4848 N. Winthrop Avenue -- building inspection.

APPROVAL OF JOURNAL OF PROCEEDINGS.

**Journal (December 5, 1983)
Special Meeting.**

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on Monday, December 5, 1983, at 9:30 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

Journal (December 6, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, December 6, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

**Journal (December 7, 1983)
Recessed Session.**

The City Clerk submitted the printed Official Journal of the Proceedings of the recessed session held on Wednesday, December 7, 1983, at 10:00 A.M. of the regular meeting held on Tuesday, December 6, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* the said printed Official Journal as follows:

Page 3725 - by inserting the following language immediately after the third line from the bottom of the page:

"This Public Hearing is being held pursuant to the Code of Federal Regulations, Subtitle B. Part 51.14 (Local Fiscal Assistance Act of 1976). Whereby, interested citizens are invited to provide written or oral comments and to ask questions concerning the relationship of Entitlement Funds for Entitlement Period 15 (October 1, 1983 to September 30, 1984) to the entire budget. Accordingly, notice was published in a newspaper of general circulation on November 25, 1983, setting forth Wednesday, December 7, 1983 at 1:30 P.M. in the City Council Chamber, as the date of said Public Hearing."

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Execution of Agreement Authorized Providing for Revolving Credit Arrangement Between City and Specified Banks.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, concerning the execution of agreement between the City and specified banks providing for a revolving credit arrangement, which had been deferred under Reports of Committees on page 3742 of this Journal.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--44.

Nays--None.

Alderwoman Langford 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, The City has determined that it is desirable and in the public interest to enter into a revolving credit arrangement with certain banks named below (the "Banks"), providing for one or more borrowings as the City may from time to time require in anticipation of revenues of the City in order to finance its short-term cash flow needs, such borrowings (i) not to exceed \$100,000,000 in aggregate principal amount at any time outstanding; (ii) to be accomplished pursuant to this Ordinance and the terms and conditions of a Revolving Credit Agreement among the Banks and the City dated as of November 1, 1983 (the "Agreement"); and (iii) to be evidenced by the issuance by the City of its general obligation notes (the notes to be issued pursuant to this Ordinance and the Agreement are referred to herein as the "Notes"); and

WHEREAS, The City by reason of its constitutional home rule powers has the power to issue the Notes as provided in this Ordinance and the Agreement; now, therefore,

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

SECTION 1. The Agreement providing for a revolving credit arrangement among the City and the Banks and for borrowings by the City, from time to time, in anticipation of revenues of the City, not to exceed \$100,000,000 in aggregate principal amount at any time outstanding, in substantially the form attached hereto as Exhibit "A", shall be entered into between and among the City, Continental Illinois National Bank and Trust Company of Chicago, as Agent for the Banks, and the following Banks:

Continental Illinois National Bank and Trust Company of Chicago

The First National Bank of Chicago

Morgan Guaranty Trust Company of New York

The Northern Trust Company

American National Bank and Trust Company of Chicago

LaSalle National Bank

Amalgamated Trust & Savings Bank

and the same is hereby approved and shall be executed for and on behalf of the City by the Mayor of the City (the "Mayor") and the City Comptroller of the City (the "City Comptroller"), attested by the City Clerk or Deputy City Clerk, and shall have the corporate seal of the City affixed thereto.

SECTION 2. The Mayor and the City Comptroller are authorized to borrow (and, in the event of payment or prepayment of any borrowings, to reborrow) at any time and from time to time on or before December 1, 1984, pursuant to this Ordinance and the Agreement, such moneys as the City may from time to time request, in anticipation of revenues of the City, in order to finance the short-term cash flow needs of one or more of the funds of the City, such borrowings not to exceed \$100,000,000 in aggregate principal amount at any time outstanding and each such borrowing to be evidenced by the issuance of Notes as provided herein; provided, however, that all such borrowing in excess of \$50,000,000 in aggregate principal amount shall be made only upon the approval of the City Council; and provided further that no borrowing or reborrowing shall be made hereunder for the purpose of refunding any outstanding borrowing or reborrowing hereunder; and, further provided, that no borrowing or reborrowing shall be made hereunder at a time when there is outstanding any Note the maturity of which has been extended pursuant to Section 3 hereof. Each such borrowing shall be requested in the manner set forth in the Agreement and shall be conditioned upon delivery of a certificate signed by the City Comptroller and the City Treasurer of the City (the "City Treasurer"), dated the date of such borrowing, which certificate shall set forth the principal amount of such borrowing and the aggregate principal amount(s) of any previous borrowings pursuant to this Ordinance which are then outstanding, shall identify the fund or funds of the City into which the proceeds of such borrowing shall be deposited and shall be filed in the office of the City Clerk and the office of the Committee on Finance of the City Council of the City (the "City Council") and copies of such certificate shall be delivered to each member of the City Council at least two days before the date of such borrowing. Copies of all documents furnished to the Banks at the time of any borrowing or reborrowing shall be filed in the office of the City Clerk and the office of the Committee on Finance of the City Council of the City (the "City Council") and copies of such certificate shall be delivered to each member of the City Council at least two days before the date of such borrowing. Copies of all documents furnished to the Banks at the time of any borrowing or reborrowing shall be filed in the office of the Committee on Finance of the City Council on the day of such borrowing or reborrowing.

SECTION 3. Each Note shall be designated "General Obligation Revolving Credit Note (. Fund)", shall be dated its date of issuance, shall mature not later than 91 days after the date thereof or on December 1, 1984 (whichever is earlier) unless the maturity thereof is extended as provided herein, and shall bear interest until paid on the principal amount from time to time outstanding at a rate, during each calendar month in which such Note is outstanding, equal to 70% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which any Note is outstanding, the interest rate on such Note shall be equal to 70% of the Agent's Prime Rate in effect on its date of issuance) and, if the maturity thereof is extended as provided herein, from the stated maturity date until paid at a rate, during each calendar month in which such Note is outstanding, equal to 85% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which the maturity of any Note is extended, the interest rate on such Note shall be equal to 85% of the Agent's Prime Rate in effect on the date on which the maturity is extended), computed for actual days elapsed on the basis of a 365 or 366-day year, as appropriate. The "Agent's Prime Rate" shall mean the rate per annum then most recently announced by the Agent as its Prime Rate at its principal office in Chicago, Illinois.

The stated maturity of any Note may be extended by the Bank holding such Note, in its discretion, at the request of the City pursuant to telephone notice and delivery of a written instrument executed by the Mayor and the City Comptroller and delivered to each of the Banks at least five business days prior to the stated maturity of such Note. Such request shall be effective upon receipt and shall be delivered to:

Continental Illinois National Bank and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697
Attention: Vice President, Public Finance Division

The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670
Attention: Vice President, Government, Unions and Services Division

Morgan Guaranty Trust Company of New York
23 Wall Street
New York, New York
Attention: Public Finance Department

The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675
Attention: Bond Department

American National Bank and Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Correspondent Banking

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690
Attention: Bond Department

Amalgamated Trust & Savings Bank
1 West Monroe Street
Chicago, Illinois 60690
Attention: James E. Mannion, Senior Vice President

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

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

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

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

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

(Form of Note)

United States of America

State of Illinois

City of Chicago

General Obligation Revolving Credit Note,

(.....Fund)

No.

\$

The City of Chicago, Illinois (the "City"), a home rule unit and body politic and corporate of the State of Illinois, for value received, promises to pay to (the "Bank") the sum of Dollars (\$.....) payable on, 198... The stated maturity of this Note may be extended by the Bank in its discretion as provided in Section 3 of the Ordinance referred to herein. Interest on the principal amount from time to time outstanding from the date hereof until the stated maturity date, shall be payable at the stated maturity hereof at a rate, during each calendar month in which this Note is outstanding, equal to 70% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which this Note is outstanding, such rate shall be equal to 70% of the Agent's Prime Rate in effect on its date of issuance) and, if the maturity hereof is extended as provided in said Ordinance, shall thereafter be payable on each subsequent October 1, January 1, April 1 and July 1 during the period this Note is outstanding and at maturity at a rate, during each calendar month in which this Note is outstanding, equal to 85% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which the maturity of this Note is extended such rate shall be equal to 85% of the Agent's Prime Rate in effect on the date on which the maturity is extended), computed for actual days elapsed on the basis of a 365 or 366-day year as appropriate, and as otherwise provided in the Agreement hereinafter referred to. The "Agent's Prime Rate" shall mean the rate per annum then most recently announced by Continental Illinois National Bank and Trust Company of Chicago (the "Agent") as its Prime Rate at its principal office in Chicago, Illinois. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the office of the Agent.

This Note was issued in accordance with an ordinance passed by the City Council of the City on, 1983 (the "Ordinance") and a Revolving Credit Agreement dated as of November 1, 1983 between the City, the Agent and the Banks parties thereto (the "Agreement").

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

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

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

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

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

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

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

[Signature forms omitted for printing purposes.]

Payment Record

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

SECTION 5. Each Note shall be a direct general obligation of the City to the payment of which (as to both principal and interest) the City pledges its full faith and credit. Each Note shall be payable (both as to principal and interest to the date of payment) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose. The City covenants and agrees that in the event any Note shall not have been paid at its stated maturity or the stated maturity of any Note shall have been extended in accordance with Section 3 hereof and such Note shall not have theretofore been paid or prepaid, the City shall, at or prior to the third regular meeting of the City Council held after the date which is five business days after the stated maturity of such Note, but in any event on or before the December 31 next following the stated maturity of such Note, levy for the year ending on such December 31 ad valorem taxes without limitation as to rate or amount against all taxable property situated within the City sufficient to pay when due the principal of and unpaid interest on all such Notes, in which event such Notes shall be payable from the proceeds of such taxes in addition to the other sources identified in this Section 5.

SECTION 6. Any taxes levied pursuant to the covenant contained in Section 5 hereof shall be sufficient to provide funds for payment of principal of and unpaid interest on the Notes with respect to which such taxes are levied on the basis of the following assumptions: (i) the applicable rate of interest payable on each such Note will be 85% of the Agent's Prime Rate in effect on the date of its original stated maturity plus five per cent (5%) per annum; (ii) that the stated maturity of such Notes has been extended in accordance with Section 3 hereof; and (iii) no prepayments of Notes will be made subsequent to the date such taxes are levied. In the event the Notes with respect to which such taxes have been levied are prepaid in whole or in part prior to the last date on which certificates of tax abatement with respect to the taxes so levied are permitted by the County Clerks of Cook and DuPage Counties to be filed, the City Comptroller shall, on or prior to such date, file certificates of tax abatement with respect to the taxes so levied in the offices of such County Clerks and shall concurrently file copies thereof in the office of the City Clerk and the office of the Committee on Finance of the City Council. Such certificates shall refer to the amount of taxes so levied for the payment of principal of and interest on such Notes and shall indicate the amount of principal and interest thereon which, by reason of such prepayment, will not be required to be repaid from the proceeds of taxes so levied, which amount is to be abated from the taxes so levied and, further indicating the remainder of such taxes so levied which are to be extended for collection by said County Clerks. In the event proceeds of taxes so levied are

not available in time to meet any payments of principal of and interest on the Notes, then the fiscal officers of the City are hereby directed to make such payments from any other moneys, revenues, receipts, income, assets, or funds of the City that are legally available for that purpose in advancement of the collection of the taxes so levied, and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Notes as the same become due.

SECTION 7. The City shall appropriate amounts sufficient to pay principal of and interest on the Notes for the year(s) such amounts are due, but, if for any such year it fails to do so this Ordinance shall constitute a continuing appropriation ordinance of the amounts necessary to pay principal of and interest on the Notes as provided herein and in the Agreement without any further action on the part of the City Council. In particular, but not in limitation of the foregoing, there is hereby appropriated from each fund of the City for which borrowings are made pursuant to this Ordinance amounts sufficient (a) to pay principal of and interest on the Notes evidencing such borrowings as and when the same become due and (b) to prepay the principal of such Notes in the event the City elects to prepay such Notes as provided in this Ordinance. The appropriate officers of the City are hereby ordered and directed to make such payments.

SECTION 8. This ordinance is made pursuant to the powers of the City as a home rule unit under the Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by the Ordinance and the Agreement. All references in this Ordinance and the Agreement to any officer of the City who is appointed by the Mayor shall be deemed for all purposes to refer to such officer or to any temporary successor to such officer who shall have been appointed by the Mayor and shall then be acting as such successor.

SECTION 9. The Mayor and the City Comptroller may each designate another to act as their respective proxies and to affix their respective signatures to the Notes, the Agreement, and any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance or the Agreement. 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 proxies 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 filed with the City Clerk and be recorded in the Journal of the Proceedings of the City Council. 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 10. To the extent that any statutes, ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any provision of this ordinance shall be prohibited by or be invalid under Illinois or Federal law, that provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this ordinance. This ordinance shall be published by the City Clerk by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication as provided by law.

[Exhibit "A" printed on pages 3837 thru 3889 of this Journal.]

Exhibit A

REVOLVING CREDIT AGREEMENT

THIS AGREEMENT, dated as of November 1, 1983, is entered into among THE CITY OF CHICAGO IN THE STATE OF ILLINOIS, a home rule unit and body politic and corporate (the "City"), the banks named on the signature pages hereof (the "Banks") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois, as Agent of the Banks (the "Agent");

W I T N E S S E T H:

WHEREAS, 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 Constitution of the State of Illinois; and

WHEREAS, the City has determined that it is desirable and in the public interest for it to borrow money from the Banks from time to time in anticipation of revenues of the City in order to finance the City's short-term cash flow needs, and in evidence of its obligation to repay such loans to issue its general obligation notes (the Notes to be issued under this Agreement are referred to herein as the "Notes") in the maximum aggregate principal amount at any time outstanding of \$100,000,000; and

WHEREAS, the Notes will be issued pursuant to this Agreement and an Ordinance (the "Ordinance") adopted by the City Council of the City (the "Council"), on _____,

1983, which Ordinance authorizes the execution and delivery of this Agreement and the issuance, execution and delivery of the Notes upon the terms and conditions set forth in the Ordinance and this Agreement; and

WHEREAS, each Note issued pursuant to this Agreement shall mature not later than ninety-one (91) days after the date of issuance of such Note, unless extended as provided in this Agreement, and shall bear interest at a rate equal to 70% of the Prime Rate of the Agent as announced from time to time, and as further provided in this Agreement; and

WHEREAS, the Banks are willing to make loans to the City in the aggregate principal amount not to exceed \$100,000,000 at any time outstanding for such purposes on the basis of the terms and conditions set forth and the security provided for in this Agreement and the Ordinance and to accept the Notes as evidence of such loans; and

WHEREAS, the City has determined that the representations, agreements and covenants made or to be made by it in this Agreement, the Ordinance and the Notes are proper, desirable and necessary to obtain and secure payment of the loans under the Agreement and the Ordinance, to issue and sell the Notes and to carry out the City's obligations, powers and purposes under the Ordinance;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Representations and Warranties. To induce the Banks to accept the Notes provided for herein, the City represents and warrants that:

(a) Authority of the City. The City is a body politic and corporate duly organized and validly existing as a home rule unit within the meaning of Section 6 of Article VII of the Constitution of the State of Illinois. The City has full legal right, power and authority (i) to possess its properties and conduct its affairs, (ii) to adopt the Ordinance, (iii) to enter into this Agreement, (iv) to borrow money from the Banks for the purposes set forth in the Ordinance and this Agreement, and to issue, execute and deliver the Notes in evidence of such borrowings as provided in this Agreement and the Ordinance, (v) to secure and provide for payment of the Notes in the manner provided in the Ordinance, this Agreement and the Notes, (vi) to make the representations and covenants made by it in the Ordinance, this Agreement and the Notes, and (vii) to perform its other obligations contemplated under the Ordinance, this Agreement and the Notes. The City has, with respect to the issuance of the Notes, complied with all applicable provisions of law, including the Ordinance, in all matters relating to the transactions contemplated hereby.

(b) Validity of Ordinance, Agreement and Notes.

The Ordinance has been duly adopted by the City at a meeting of the City Council of the City which was duly called, noticed and held, and the Ordinance has not been altered or amended and is in full force and effect. The City has duly authorized (i) the execution, delivery and performance of this Agreement, (ii) the issuance, execution, sale, delivery and due performance of the Notes, and (iii) the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by the Ordinance, the Notes and this Agreement. When duly executed and delivered by the City, this Agreement and the Notes will constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms and the Banks will be entitled to the benefits and security of the Ordinance, the Notes and this Agreement.

(c) Litigation. Except as stated in a certificate of the Corporation Counsel of the City furnished to the Banks, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending against or, to the best of the knowledge of the City, threatened against

the City (nor to the best of the knowledge of the City is there any basis therefor), which in any way questions the validity of the Ordinance, the powers of the City referred to in Section 1(a) above, or the validity of any proceeding taken or to be taken by the City in connection with the issuance, execution, sale and delivery of the Notes or wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by this Agreement or materially and adversely affect the ability of the City to fulfill its obligations under the Ordinance, this Agreement or the Notes and to levy ad valorem taxes unlimited as to rate and amount against all taxable property within the City sufficient to pay the principal of and interest on the Notes, or which in any way would materially and adversely affect the validity or enforceability of the Notes or the Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated by this Agreement) or the exemption of the interest on the Notes from Federal income taxation.

(d) Legislation. Except as stated in a certificate of the City Comptroller furnished to the Banks, to the best knowledge of the City, there is no legislation pending before the Illinois General Assembly (or

adopted by it and awaiting action by the Governor) or the Congress of the United States or ordinance pending before the City Council which would affect or limit the right, power or authority of the City to enter into this Agreement, to issue the Notes or to perform its obligations under the Ordinance, this Agreement or the Notes or which in any way would materially and adversely affect the validity of the Ordinance, the Notes or this Agreement (or any instrument required or contemplated for use in consummating the transactions contemplated hereby), nor is there any such legislation or ordinance which is not introduced for action in the General Assembly or Congress or before the City Council, but which to the knowledge of the City is proposed to be so introduced and has been reduced to a written draft.

(e) Permits and Approvals. Except as required by the Ordinance, no approval, permit, consent, or authorization of, or registration or filing with, any governmental or public agency, authority or body not already obtained or made is required on the part of the City in connection with the issuance and sale of the Notes or the execution and delivery by the City of this Agreement and the Notes or, except as contemplated herein and in the Ordinance, the performance of its

obligations under the Ordinance, this Agreement and the Notes.

(f) No Conflicts. The adoption of the Ordinance, the execution and delivery by the City of this Agreement and the Notes, and compliance with the provisions of each of such instruments, will not conflict with, result in a breach of any provision of, or constitute a default under, any ordinance, resolution, indenture, commitment, agreement or other instrument adopted by the City or to which the City is a party or by which it is bound, or under any provision of the Constitution of the State of Illinois or any existing law, rule, regulation, judgment, order or decree to which the City (or any of its officers in their respective capacities as such) is subject.

(g) No Defaults. The City is not in default in the payment of principal of, premium, if any, or interest on, or otherwise in default in any material manner with respect to, any general obligation indebtedness for borrowed money (including, without limitation, bonds, notes or certificates of indebtedness), lease rental obligations to the Public Building Commission of Chicago, or water revenue obligations which it has issued, assumed or guaranteed, or for which it has otherwise become obligated, as to payment of principal, premium, if any, or interest.

(h) Financial Statements. The City has provided the Banks with the financial statements of the City for the fiscal year ended December 31, 1982, audited by Peat, Marwick, Mitchell & Co., independent certified public accountants, together with certain additional financial information constituting Part II of Appendix A to the Official Statement of the City of Chicago dated January 19, 1983 (the "Official Statement"). Except as the Comptroller of the City has otherwise advised the Banks in writing, all such financial statements have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis throughout the periods specified therein. Such financial statements, including in each case any related notes, are true, complete and correct in all material respects and present fairly the financial position of the City as at each balance sheet date and the results of its operations and changes in financial position for the periods covered thereby. Except as stated in a certificate previously provided by the City to the Banks and signed by the Comptroller of the City, and as otherwise disclosed in the Official Statement no material adverse change has occurred in the financial position of the City or results of its operations since December 31, 1982. The City has also provided the

Banks with certain unaudited quarterly financial reports for the quarter ended _____, 1983 including statements of actual cash flow through _____, 1983, preliminary actual cash flow through _____, 1983 and projected cash flow through December 31, 1983. Such financial reports and cash flow statements are based on the best information ascertainable by the City as of the date hereof, and the cash flow projections are based on various assumptions as to future events and circumstances which the City believes to be reasonable.

(i) Official Statement. Except as the City Comptroller has otherwise advised the Banks in writing, the Official Statement, a copy of which has previously been provided to the Banks, did not (as of the date thereof) contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

2. General Conditions Concerning Loans and Notes.

(a) Subject to the terms and conditions of this Agreement, each Bank severally agrees to lend and relend to the City from time to time on or before December 1, 1984 its proportionate share equal to such

Bank's Percentage of Aggregate Commitment as set forth on the signature pages hereof, reduced by the amount of any permanent reduction(s) in such amounts made pursuant to Section 2(b) hereof, of such amounts as the City may, from time to time, request be loaned under this Agreement. However, the total amount of borrowings outstanding at any time under this Agreement shall not exceed \$100,000,000. The amounts requested by the City to be loaned from time to time shall each be in multiples of \$100,000 and in a minimum amount of \$100,000. The City shall give the Banks at least three (3) business days' prior written notice of each proposed borrowing under this Agreement. Upon such notice and upon fulfillment of the conditions described in Section 3 of this Agreement and delivery to the Agent of Notes as provided in Section 4 of this Agreement, each Bank shall pay to the Agent funds equal to such Bank's Percentage of Aggregate Commitment of the proposed borrowing, and the Agent shall thereupon pay or cause to be paid to the City the sum so to be borrowed, but, with respect to any Bank other than the Agent, the Agent shall be so obligated only to the extent that the Agent shall have received funds from such Bank as above provided.

(b) The City shall have the right at any time and from time to time, to permanently reduce in part (pro rata between the Banks according to their respective Commitments), or to terminate, without penalty or premium, the Commitments, upon not less than ten (10) days' prior written notice received by the Agent (which shall promptly advise each Bank thereof), designating the date of such reduction or termination and the amount of any partial reduction. Any such partial reduction of the Commitments shall be in an aggregate amount of \$1,000,000 or an integral multiple thereof. Such partial reduction or termination of the Commitments shall be effective on the date specified in the City's aforesaid notice, except that no such partial reduction may be made in an amount in excess of the total unused Commitments immediately prior to giving effect to such partial reduction.

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

(d) All payments to be made pursuant to this Agreement shall be in Federal funds or other immediately available funds.

3. Specific Conditions Precedent to Loans and Issuance of Notes.

The following shall be conditions precedent to the making from time to time of loans and the issuance of the Notes under this Agreement:

(a) Immediately prior to the making of the first loan and the issuance of the first series of Notes pursuant to this Agreement, the City shall deliver to the Agent, in sufficient number of counterparts to provide the Agent and each Bank with one such counterpart, the following documents, addressed to the Banks, in care of the Agent and dated the date of the loan:

(i) A certified copy of the Ordinance as adopted by the City Council, approved by the Mayor of the City, and published as provided by law;

(ii) An opinion of bond counsel acceptable to the Banks, in substantially the form of Exhibit A to this Agreement;

(iii) The opinion of the Corporation Counsel of the City, in substantially the form of Exhibit B to this Agreement with such exceptions as shall be acceptable to the Banks;

(iv) A certificate or certificates of the Mayor of the City and the Comptroller of the City:

(A) stating that the representations and warranties of the City set forth in Section 1 hereof are true and correct on and as of the date of such Certificate; (B) stating that the aggregate unpaid principal amount of all Notes then to be outstanding under this Agreement will not exceed the maximum amount of loans permitted by this Agreement; (C) regarding the incumbency and term of office of each official of the City whose manual or facsimile signature appears on the Notes, this Agreement or any certificate or other document required to be delivered pursuant to this Agreement; and (D) stating that no event of default, as defined in Section 9 of this Agreement, and no event which, with the lapse of time or the giving of notice or both, would constitute such an event of default, has occurred and is continuing.

(v) An arbitrage certificate signed by the Mayor and the Comptroller of the City in form acceptable to bond counsel.

(vi) A certificate signed by the City Comptroller and the City Treasurer as required by Section 2 of the Ordinance.

(b) At the time of the making of each loan subsequent to the first loan and the concurrent issuance of Notes, the City shall deliver to the Agent properly executed certificates as of the date of the loan as to the matters referred to in Sections 3(a)(iv), (v) and (vi) of this Agreement. The City shall also then deliver to the Agent the opinions of bond counsel and the Corporation Counsel of the City, each dated the date of such loan, with respect to the Notes then to be issued. Those opinions shall be in the forms as required in subparagraphs (a)(ii) and (iii) of this Section and shall relate specifically to the Notes then being issued.

(c) Notwithstanding any other provision of this Agreement, no loan shall be required to be made under this Agreement if, and as long as, any condition precedent to the making of the loan shall not have been satisfied or if, and as long as, any event of default described in Section 9 of this Agreement, or any event which, with the lapse of time or the giving of notice or both, would constitute such an event of default, shall have occurred and be continuing.

(d) Notwithstanding any other provision of this Agreement, no loan shall be required to be made under this Agreement so long as any Note which has not been

paid on or before the original stated maturity date thereof remains outstanding and unpaid.

4. Notes Evidencing Obligation to Repay Borrowings.

(a) Each borrowing under this Agreement by the City shall be evidenced by Notes of the City substantially in the form set forth in the Ordinance, with appropriate insertions in the appropriate spaces, and dated the date of the borrowing evidenced by such Notes. Each Bank's Notes shall be numbered consecutively from 1 in the chronological order of issuance. The Notes shall be payable to each Bank in the principal amount thereof, at the office of the Agent at 231 South LaSalle Street, Chicago, Illinois 60697. Each Note shall mature not later than ninety-one (91) days after the date of issuance thereof, or on December 1, 1984 (whichever is earlier), provided, however, that in certain circumstances the maturity of any such Note may be extended as provided in Section 8(b) hereof. Interest on the Notes shall be payable as provided in Section 5 of this Agreement.

(b) Each Note shall be executed in the name of the City by the Mayor of the City and by the City Comptroller by their manual or facsimile signatures, shall be attested by the manual or facsimile signature of the (Deputy) City Clerk and shall be sealed with the corporate seal of the City.

(c) Each Note shall be a direct and general obligation of the City to the payment of which (as to both principal and interest) the City pledges its full faith and credit. The Notes shall be payable (both as to principal and interest to the date of payment) (i) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose; and (ii) in the event of an extension of maturity pursuant to Section 8(b) hereof, from the proceeds of ad valorem taxes to be levied by the City without limitation as to rate or amount against all taxable property situated within the City sufficient to pay when due the principal of and interest on the Notes.

(d) Upon payment in full of principal of and interest on any Note, the Note shall be cancelled and surrendered to the City. Prepayments of principal of each Note shall be noted on the back of the Note by the holder of the Note.

5. Interest.

(a) The Notes shall bear interest from their respective dates until paid. Except as provided in paragraph (d) of this Section 5, the interest rate on the Notes shall be equal during each calendar month in which Notes are outstanding and unpaid to 70% of the Agent's Prime Rate in effect on the first day of such

month (or, in the case of any calendar month during which Notes are issued, to 70% of the Agent's Prime Rate in effect on the first date on which Notes are outstanding during such month); provided, however, that the interest rate on the Notes, the maturity of which has been extended pursuant to Section 8(b) hereof, shall be equal during each Month that such Notes are outstanding and unpaid to 85% of the Agent's Prime Rate in effect on the first day of such month (or, in the case of any month during which the maturity of any such Notes is extended, to 85% of the Agent's Prime Rate in effect on the first date on which the maturity of any such Notes is extended during such month). The Agent shall notify the City within three (3) business days after any change in the Agent's Prime Rate. The failure of the Agent timely so to notify the City of any change in the Agent's Prime Rate shall not affect the obligation of the City to pay interest at such changed rate as long as such notice is given prior to payment of such interest. The "Agent's Prime Rate" shall mean the rate per annum then most recently announced by the Agent as its Prime Rate at its principal office in Chicago, Illinois.

(b) The rate of interest to be borne by each Note shall be adjusted automatically as of the opening of

the Agent's business on the first day of each month following the date of issuance of any Note.

(c) Except in connection with any prepayment or acceleration in accordance with this Agreement, interest on each Note shall be payable at maturity. Interest on any Note extended pursuant to Section 8(b) hereof shall be payable after the stated maturity date on each subsequent October 1, January 1, April 1 and July 1 during the period such Note is outstanding and at the final maturity date as extended. Interest on each Note shall be computed for actual days elapsed on the basis of a year of 365 or 366 days, as appropriate, in respect of the principal amount of such Note from time to time outstanding and unpaid.

(d) In the event that, as a result of a change in the Internal Revenue Code (the "Code"), (i) all or part of any payment of interest on any Notes held by an Indemnatee (as hereinafter defined), any interest paid or accrued by any Indemnatee by reason of such Indemnatee owning the Notes or receiving interest on the Notes (such as, for example, interest on indebtedness incurred or continued to purchase or carry the Notes), or any other amount in respect of or related to owning the Notes or receiving interest on the Notes, as a whole or in part, is, in the opinion of

counsel for such Indemnitee, an item of tax preference or similar item subject to the tax imposed by Section 56-58 of the Code or any successor sections thereto or any other Federal tax on preference or similar terms or is not deductible by such Indemnitee from its federal gross income in the year paid or accrued, to the same extent as such amount is deductible pursuant to the Code as in effect on the date hereof, or (ii) tax is imposed measured by reference to the principal amount of the Notes held by such Indemnitee (such tax being referred to in this Agreement as a preference tax), then such Indemnitee may at any time on or after the date (the "Effective Date") on which such change in the Code was enacted, but in no event later than the later of the Termination Date and the date on which all outstanding Notes have been paid in full, give notice thereof in writing or by telex or wire transmission to the City and the Agent. During the 90 days next succeeding the giving of such notice, the Agent, the Banks and the City shall negotiate in good faith in order to arrive at such a mutually acceptable increase (expressed as a percentage of Agent's Prime Rate) in the rate of interest payable on all Notes as will adequately and fairly compensate all Indemnities for the increased cost of making, funding or maintaining

the loans evidenced by the Notes or the reduction in the amount of any sum received or receivable by any Indemnitee. If within such 90-day period the City, the Agent and the Banks agree in writing upon an increase, additional interest at such rate of increase shall be effective and accrue from the Effective Date with respect to all Notes, whether issued before or after the Effective Date. If the City, the Agent and the Banks fail to agree upon an increase in the rate of interest within such 90-day period, the City shall be required to pay such outstanding Notes in full no later than the last day of such 90-day period but the City shall not be required to pay any such increased rate of interest during such period. The aggregate rate of interest payable on any Notes shall not exceed Agent's Prime Rate plus 2%. The determination of such proposed increase shall be made in good faith by the Banks and the City shall have no right to examine the Federal income tax returns or any other returns, documents or records of any Indemnitee with respect thereto. Additional interest at such rate of increase shall be effective and accrue from the Effective Date with respect to all Notes, whether issued before or after the Effective Date, and the Bank shall notify the City as promptly as practicable of the amount of such

proposed increase; provided that no interest as a result of such increased rate shall be payable by the City at any time unless notice of a change in the Code is timely given and the City agrees to such increase as above provided. Any additional interest payable pursuant to this Section with respect to any Notes shall be paid by the City directly to the holder of such Notes. For the purposes of this Section, "Indemnitee" means any Bank and any other holder of a Note and any entity to which any Bank or any such other holder sells a participation in any Note.

6. City's Right To Prepay Notes.

The City may, at its option, at any time or from time to time, upon one (1) day's notice to the Banks and without premium or penalty, and from any funds available to it, prepay the Notes, in whole, or in part in any integral multiple of \$100,000. Any such prepayment shall be accompanied by payment of the unpaid accrued interest on the principal amount so prepaid to the date of such prepayment. Any partial payment of any Note shall be evidenced by notation on the back thereof by the holder of such Note to indicate the date of such prepayment and the amount thereof. Subject to Section 8(i) hereof, in the event of any prepayment each Bank agrees to relend an amount equal to its proportionate share of such prepayment as the

City may, from time to time, request, as provided in Section 2 of this Agreement.

7. Application of Payments.

(a) Any prepayment of less than the total aggregate principal amount and accrued interest of all Notes outstanding shall be applied pro rata to the payment of Notes in the order of issuance. Prepayment of less than all of any Note shall be applied first to accrued interest on the principal amount being prepaid and then to the principal of that Note.

(b) All payments and prepayments of principal of and interest on the Notes shall be paid to the Agent for the account pro rata of the Banks entitled thereto in accordance with the provisions of this Agreement. The Agent shall immediately distribute to each Bank all payments of principal or interest received by the Agent for the account of such Bank. All amounts received by each Bank (whether as a result of payment transmitted by the City or otherwise) on account of payment of interest on or principal of the Note(s) shall be so applied by it to its Note(s).

(c) If any of the Banks shall obtain any payment or prepayment (whether voluntary or involuntary or as a result of the exercise of the right of setoff) in respect of principal of or interest on any Note in

excess of its pro rata share of payments then obtained by all Banks in respect of principal and interest on all Notes, then such Bank shall purchase from the other Banks such interest (at face value) in the Notes as shall be necessary to cause such purchasing Bank to share the excess payment received ratably with such other Banks; provided, however, that if all or any portion of the excess payment is thereafter recovered from such purchasing Bank, the purchase shall be rescinded and the purchase price restored to the extent of such recovery but without interest.

8. Covenants. The City hereby covenants and agrees with the Banks that during the term of this Agreement:

(a) The City shall duly and punctually pay the principal of and interest on the Notes out of the sources of payment specified in Section 4(c) hereof at the dates set forth in this Agreement and the Notes. All amounts payable by the City to the Banks under this Agreement or the Notes shall be paid to the Agent at 231 South LaSalle Street, Chicago, Illinois 60697.

(b) The City hereby pledges its full faith and credit to the payment of the principal of and interest on the Notes and of any other amounts payable by the City to the Banks under this Agreement. The City hereby covenants and agrees that in the event that any

Note is not paid on or before the stated maturity date thereof and remains outstanding, the City shall levy and provide for the collection of ad valorem taxes for the year of the stated maturity date, without limitation as to rate or amount, against all taxable property situated within the City sufficient to pay when due the principal of and accrued interest on such Note, calculated on the assumption that such Note will bear interest until maturity at a rate equal to five percent (5%) plus that rate of interest equal to eighty-five percent (85%) of the Agent's Prime Rate on the date of its original stated maturity. The stated maturity of any Note may be extended by the Banks in their discretion at the request of the City to November 15 of the calendar year which next commences following the stated maturity of such Note pursuant to telephonic notice to each of the Banks promptly followed by delivery to each of the Banks of a written instrument executed by the Mayor and City Comptroller at least five (5) business days prior to the stated maturity of such Note. Prior to the extension of maturity of any such Note, the Banks shall receive an opinion of bond counsel acceptable to the Banks to the effect that the extension of the Notes will not affect the exemption of interest on the Notes from Federal

income tax. Such request shall be effective upon receipt and shall be delivered to the Agent at 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Vice President, Public Finance Division; to The First National Bank of Chicago at One First National Plaza, Chicago, Illinois 60670, Attention: Vice President, Government, Unions & Services Division; to the Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York 10015, Attention: Public Finance Department; to The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois 60675, Attention: Vice President, Bond Department; to American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Correspondent Banking; to LaSalle National Bank, 135 South LaSalle Street, Chicago, Illinois 60690, Attention: Vice President, Bond Department; and to Amalgamated Trust & Savings Bank, 1 West Monroe, Chicago, Illinois 60690, Attention: James E. Mannion, Senior Vice President. Unless a Bank shall have delivered to the City a written rejection of any request for an extension of maturity not later than 5:00 p.m. of the fifth business day after delivery to the Banks of such request, the maturity of any Note which shall have been the subject of such request shall be automatically extended to November 15 of the

calendar year which next commences following the stated maturity of such Note. A tax levy ordinance shall be adopted not later than the third regular meeting of the City Council occurring after a date which is five (5) business days after the extension is granted, deemed granted or denied, but in any event on or before the December 31 next following the stated maturity of such Note. If such Note is thereafter paid from any other funds or revenues of the City, the taxes so levied shall be abated in accordance with Section 6 of the Ordinance.

(c) The City shall appropriate by ordinance as provided by law sums sufficient to pay the Notes in full, both as to principal and interest, when due. To the extent that the City should fail to include in any appropriation ordinance (including supplements thereto) for any year an amount sufficient to pay the principal of and interest on the Notes due during such year, the Ordinance shall constitute a continuing appropriation of such amounts for such purposes, as provided in the Ordinance.

(d) The levy of taxes for the Notes shall be for the sole benefit of the holders of interests in the Notes and the holders of interests in the Notes shall have a claim against such levy and the future proceeds of such levy to the extent of the indebtedness outstanding

under this Agreement but only after such proceeds are deposited into the note escrow account referred to in Section 8(j) hereof.

(e) As soon as practicable following the end of each fiscal year of the City, the City shall furnish the Banks with a comprehensive audit of the City's finances and funds by one of the eight largest national firms of independent certified public accountants selected by the City and acceptable to the Banks. Upon any proposed change in accounting firms, the Chairman of the Committee on Finance of the City Council shall provide to the Banks a statement as to whether the Committee on Finance has recommended or approved or disapproved of such change and stating the reasons for such recommendation, approval or disapproval. Each year-end financial statement shall be furnished to the Banks within 240 days after the last day of the City's fiscal year.

(f) The City will prepare and furnish to the Banks the available unaudited quarterly financial reports prepared by the City for each quarterly fiscal period of each fiscal year of the City. Each quarterly report shall include a statement of revenues and expenditures for the Corporate Fund, the Consolidated Funds and any other fund for which such information is available, a comparison of such revenues and expenditures to such

amounts as allocated to that quarter by the City based on the Annual Budget for such fiscal year, and an explanation of any unfavorable variances in excess of ten percent (10%) of the amount as allocated. Each quarterly report shall also include a quarterly cash flow statement including projected cash flow for the remainder of the unexpired budget period, a comparison of actual and projected cash flow with the projections for the fiscal year 1983 provided to the Banks at the time of the initial loan hereunder, or with similarly prepared cash flow projections prepared by the City and submitted to the Banks on or before January 31, 1984 for the calendar year 1984 and any other information reasonably requested by the Banks. Each quarterly financial report shall be furnished to the Banks within 90 days after the last day of the quarterly fiscal period to which such report relates.

(g) Prior to the issuance or extension of any Note, the City will also prepare and furnish to the Banks a statement summarizing the receipts and disbursements for the Corporate Fund and the Consolidated Funds and the opening and closing balances for each month ending more than 30 days prior to the date of such report and comparing them with the cash flow projections provided to the Banks at the time of the initial loan hereunder

for the calendar year 1983 and with similarly prepared cash flow projections prepared by the City and submitted to the Banks on or before January 31, 1984 for the calendar year 1984.

(h) It is the intention of the City and the Banks that the interest on the Notes be excluded from the gross income of the Banks for Federal income tax purposes by reason of the provisions of Section 103 of the Internal Revenue Code of 1954, as amended (the "Code"), or any substantially similar successor provision hereinafter enacted. To that end, the City covenants that it will not 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 Notes to become includable in the gross income of the holders thereof for Federal income tax purposes. Without limiting the foregoing, the City covenants that no funds of the City will be invested or used in such manner that would cause the Notes to be "arbitrage bonds" within the meaning of Section 103(c) of the Code and the applicable regulations promulgated thereunder, as they may be in force and applicable at the time of such investment or use.

(i) No borrowing or reborrowing under this Agreement shall be made for the purpose of refunding any

outstanding borrowings or reborrowings hereunder. No new borrowings shall be made under this Agreement during the seven calendar-day period following the payment of any Notes except to the extent of any unused Commitment available immediately prior to the payment of such Notes.

(j) Prior to the collection of any taxes levied for payment of any Note as provided in Section 8(b) hereof, the City will establish separate and segregated escrow accounts with third parties substantially similar to the escrow accounts established for payment of the obligations of the City incurred pursuant to the General Obligation Term Loan Agreement dated as of April 1, 1980 between the City, the Agent and certain banks.

(k) The City covenants and agrees that for a period of at least 30 consecutive days at any time during the term of this Agreement following the date of the issuance of the first Note hereunder, which 30 consecutive day period shall be selected at the sole option of the City, no Notes shall be outstanding under this Agreement; provided, however, that this covenant shall be of no force or effect in the event the City shall have levied a tax pursuant to Section 8(b) hereof, so long as such tax shall not have been abated within the period permitted by law.

(l) The City agrees to make available to the public upon request at the office of the City Clerk any financial report furnished to the Banks pursuant to Sections 8(e), (f) and (g) of this Agreement at the same time any such financial report is furnished to the Banks. It is further understood and agreed that the Banks have the right, within their own discretion, to disclose any such financial reports to third parties, to the extent permitted by applicable law, and the Banks will notify the City of any such disclosure.

(m) In consideration of the commitment of the Banks to make loans to the City hereunder, the City hereby agrees to pay to the Banks, ratably according to their respective Commitments, a fee (herein called the "Commitment Fee") for the period commencing on the date of execution hereof and ending on December 1, 1984, of 1/2 of 1% per annum on the daily average aggregate amount of the unused Commitments, adjusted for any reduction pursuant to Section 2(b) hereof. The Commitment Fee in respect of each Calendar Quarter (or portion thereof) shall be payable following the end of such Calendar Quarter on the 15th day after receipt by the City of a statement from the Agent of the amount of the Commitment Fee for such Calendar Quarter, for any period then ending for which the Commitment Fee shall

not have been thereto paid, unless this Agreement is terminated pursuant to Section 2(b) hereof, in which event the Commitment Fee shall be payable at the termination date of the Commitments.

9. Events of Default.

(a) If one or more the following "events of default" occur:

(i) Default in the payment of principal of, or interest on, any Note when due;

(ii) Default by the City in the payment of any other general obligation indebtedness for borrowed money (including lease rental payments to the Public Building Commission of Chicago) or any water or sewer revenue notes (which water or sewer revenue notes are held at such time by any of the Banks) when the same becomes due and payable or the failure by the City to observe or perform any term, covenant or agreement contained in any agreement, instrument, ordinance or resolution by which it is bound evidencing or securing general obligation indebtedness for borrowed money for such period of time as would cause acceleration of the maturity thereof or would permit (assuming the giving of appropriate notice if required) the holder or holders thereof to accelerate the maturity thereof;

(iii) Any representation made by the City herein or in any schedule, statement, exhibit, report, certificate, notice or writing furnished by the City to the Banks in connection herewith of which the Banks have given notice to the City shall be untrue in any material respect on the date as of which the facts set forth are stated or certified and, with respect only to financial reports delivered pursuant to Sections 8(e), (f) and (g) hereof, which is not made good within 30 days after notice thereof from the Agent or any of the Banks;

(iv) Legislation shall be enacted or a referendum of the electors of the City shall be passed or a decision by a court of competent jurisdiction shall become final and not subject to further review which prevents the City from complying with the Ordinance, the Notes or this Agreement or limits or modifies the powers of the City in any way which materially and adversely affects the ability of the City to pay any of its general obligation indebtedness as the same becomes due or materially and adversely impairs the ability of the City to perform its obligations under the Ordinance, this Agreement or the Notes,

or the Ordinance shall be modified or amended except as permitted by this Agreement;

(v) Default in the performance of any of the City's agreements set forth herein or in the Ordinance (and not constituting an event of default under any of the preceding subsections of this Section 9(a)) and continuance of such default for 30 days after notice thereof to the City from the Agent or from any Bank; or

(vi) A decree or order by a court having jurisdiction shall be entered adjudging the City a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or rearrangement of the City under the Federal bankruptcy laws or any similar applicable Federal or Illinois law, and such decree or order shall continue undischarged or unstayed for a period of 30 days; or a decree or order of a court having jurisdiction for the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the City or all or any material portion of its property, or for the winding-up or liquidation of the City or all or any material portion of its property, shall be entered, and such decree or order shall continue undischarged and unstayed for a period of 30 days; or

(vii) The City shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or arrangement under the Federal bankruptcy laws or any similar applicable Federal or Illinois law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the City or of all or any material portion of its property, or shall make an assignment generally for the benefit of creditors, or shall admit in writing its insolvency or inability to pay its debts generally as they become due, or any action shall be taken by the City in furtherance of any of these purposes; then the Agent may, and, upon the request of any Bank (which may include the Agent) shall, declare the principal of and accrued interest on the Notes to be immediately due and payable, and the Notes shall thereupon be and become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are expressly waived, and without relieving the City of any of its

obligations under the Ordinance or this Agreement; provided, however, that in the case of any occurrence of any event of default described in the foregoing clauses (vi) or (vii), the Notes shall become due and payable forthwith without the requirement of any such declaration or request, and without presentment, demand, protest or other notice of any kind, all of which are expressly waived.

(b) If any event of default or event which might mature into an event of default has occurred and is continuing, the Agent may take whatever action at law or in equity which may appear necessary or desirable to collect the principal of and interest on the Notes then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under the Ordinance, this Agreement or the Notes, whether for specific performance of any covenant or agreement contained in the Ordinance, this Agreement or the Notes or in aid of the execution of any power granted in this Agreement or the Ordinance to the Agent or the Banks.

(c) No remedy in this Agreement conferred upon or reserved to the Agent or the Banks is intended to be exclusive of any other available remedy or remedies. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, as now or subsequently existing at law or in equity or by statute. No delay or omission to exercise any right or power occurring upon any event of default shall be construed to be a waiver of such right or power, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agent or the Banks to exercise any remedy reserved in this Agreement, it shall not be necessary to give any notice other than notice required by this Agreement.

(d) In the event of any default in payment of principal of or interest on the Notes when due any indebtedness from the Agent or from any Bank to the City may be set off and applied to the payment of the defaulted principal of or interest on the Notes. This paragraph shall not apply to any funds held by the Agent or any Bank, in its capacity as trustee, escrowee or paying agent, in

any segregated escrowed or trusteeed account or to any taxes, assessments or charge made by the City against such Bank in its governmental capacity as to which funds there shall be no such setoff or application.

(e) Any request by the City for a waiver or consent with respect to a default (other than a default described in Section 9 (a)(i), (ii), (vi) or (vii) hereof), shall be acted on by the Banks within 60 days after receipt of written request therefor, and if not acted on within such time shall be deemed to have been granted. Any such request shall contain full and complete disclosure of all material facts, and any waiver granted shall be effective only to the extent of such disclosure.

10. The Agent.

(a) Each Bank authorizes the Agent to act on behalf of such Bank to the extent provided in this Agreement and to take such other action as may be reasonably incidental to such action.

(b) The Agent shall not be required to do any act under this Agreement, or take any action towards the execution or enforcement of the agency created by this Agreement or to prosecute or to defend any suit in

respect of this Agreement or any security unless indemnified by the Banks on a pro rata basis to the satisfaction of the Agent against loss, cost, liability and expense. If any indemnity furnished to the Agent for any performance should become impaired, the Agent may call for additional indemnity and may cease to do the acts indemnified against until such additional indemnity is given.

(c) Each Bank agrees to reimburse the Agent, to the extent not reimbursed by the City, for such Bank's pro rata share (based upon its percentage of the aggregate commitment set forth on the signature pages of this Agreement) of all reasonable out-of-pocket expenses (including reasonable attorneys' fees and legal expenses) incurred by the Agent under or in connection with this Agreement or in enforcing the obligation of the City under this Agreement, the Ordinance or the Notes, or in enforcing any security for this Agreement or the Notes.

(d) The Agent shall promptly distribute to each of the Banks such Bank's pro rata share of all payments actually received by the Agent with respect to the Notes and the Commitment Fee payable to the Banks pursuant to Section 8(m) of this Agreement. The Agent shall conclusively deem each of the Banks to have

continuing interests in its Notes until such time as the Agent shall have received written notice from such Bank that its interest in its Notes has been assigned as provided in Section 11(b) of this Agreement to a proper assignee, which notice shall set forth the name and address of such assignee.

(e) Neither the Agent, nor any of its directors, officers, employees or agents, shall be liable as such for any action taken or omitted by it or them, except for its own or their own gross negligence or willfull misconduct, nor responsible for any recitals or warranties in this Agreement, nor for the execution or validity of this Agreement or the Notes, nor the validity, effectiveness or enforcement of any security, nor to make any inquiry concerning the performance by the City of its obligations. The Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any certificate, schedule, statement, report, notice or writing which it believes to be genuine or to have been presented by a proper person.

(f) The Agent may resign as such at any time upon at least 30 days' prior written notice to the City and the Banks, such resignation to take effect upon the appointment of and acceptance by a successor agent in

accordance with the next sentence of this Section. In the event the Agent gives notice of its resignation, Banks holding in the aggregate interests in more than 50% of the unpaid principal amount of the Notes shall, as promptly as practicable, appoint a successor agent.

(g) Each Bank acknowledges that it has, independent of the Agent and any other Bank and based on such financial statements, documents, information and investigations as have been furnished by the City, made its own credit decision to make the loan to the City under this Agreement. Each Bank also acknowledges that it will, independently of the Agent and any other Bank and based on such documents, information and investigations as it shall deem appropriate, continue to make its own credit decisions in exercising or not exercising from time to time any rights and privileges available to it under this Agreement and any instrument executed pursuant to this Agreement.

(h) Each assignee of an interest of a Bank in a Note pursuant to Section 11(b) of this Agreement shall have with respect to such interest all of the rights, privileges, authorities, duties and obligations of its assignor from and after the time that notice in writing of such assignment shall have actually been received by the Agent.

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(e) This Agreement may be executed in any number of copies and by the different Banks on separate counterparts; provided, however, that each counterpart shall be executed by the City and the Agent. When counterparts executed by all parties shall have been received by the Agent, this Agreement shall become effective and at that time the Agent shall notify the City and each Bank.

(f) No failure or delay by the Agent or the Banks in exercising any right, power or privilege under the Ordinance, the Notes or this Agreement shall operate as a waiver of that right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

(g) Any notice under this Agreement shall be effective upon receipt and shall be delivered, in the case of the City, to the City at City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Comptroller, and, in the case of the Agent or the Banks, to the Agent at 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Public Finance Department.

(h) This Agreement supersedes the Revolving Credit Agreement dated as of April 1, 1981 as amended by the

Amendatory Agreement dated as of December 1, 1982 (the "1981 Agreement") by and among the City, the Agent and the banks named therein; and the commitments of such banks to make loans to the City and the obligations of the City to pay commitment fees pursuant to the 1981 Agreement are hereby terminated.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their respective authorized officers on this ____ day of _____, 1983.

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
Comptroller

<u>Amount of Commitment</u>	<u>Percentage of Aggregate Commitment</u>	
\$36,500,000	.365	CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, in its individual corporate capacity and as Agent as aforesaid
		By _____ Vice President
\$31,500,000	.315	THE FIRST NATIONAL BANK OF CHICAGO
		By _____ Vice President
\$20,000,000	.20	MORGAN GUARANTY TRUST COMPANY OF NEW YORK
		By _____ Assistant Vice President
\$ 5,000,000	.05	THE NORTHERN TRUST COMPANY
		By _____ Vice President
\$ 2,500,000	.025	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
		By _____ Vice President

December 9, 1983

UNFINISHED BUSINESS

3883

\$ 2,500,000

.025

LA SALLE NATIONAL BANK

By _____
Vice President

\$ 2,000,000

.02

AMALGAMATED TRUST & SAVINGS BANK

By _____
Vice President

EXHIBIT A
[Form of Bond Counsel Opinion]

_____, 198__

To Each of the Banks
Named in Paragraph 3 hereof

Dear Sirs:

We have examined a certified copy of the record of proceedings of the City Council of the City of Chicago, Illinois (the "City") pertaining to the issuance by the City of its General Obligation Revolving Credit Notes (_____ Fund) (the "Notes") in the aggregate principal amount of \$_____, an executed copy of the Revolving Credit Agreement dated as of _____ (the "Agreement") among the City, the banks named on the signature pages thereof and Continental Illinois National Bank and Trust Company of Chicago, as agent for said banks, accompanying certificates of the City and an opinion of even date herewith delivered by the Corporation Counsel of the City.

The Notes are issued pursuant to an ordinance adopted by the City on _____ (the "Ordinance"). Each Note is dated _____, 198__, has a stated maturity of _____, and bears interest, payable at the stated maturity thereof, at a rate, during each calendar month in which such Note is outstanding, equal to 70% of the Agent's Prime Rate (as defined in the Agreement) in effect on the first day of such month (provided that, during the first day of such month in which such Note is outstanding, the interest rate on such Note is equal to 70% of the Agent's Prime Rate in effect on its date of issuance) and, if the maturity thereof is extended as provided in said Ordinance and the Agreement, interest is thereafter payable on each subsequent October 1, January 1, April 1 and July 1 during the period such Note is outstanding and at maturity at a rate, during each calendar month in which such Note is outstanding, equal to 85% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which the maturity of such Note is extended, the interest rate on such Note is equal to 85% of the Agent's Prime Rate in effect on the date on which the maturity is extended), computed for actual days elapsed on the basis of a 365 or 366-day year, as appropriate, and as otherwise provided in the Agreement. The Notes are prepayable as provided in the Ordinance and the Agreement. The Agreement contains a covenant by the City to establish separate and segregated escrow accounts in certain

circumstances which may result in the creation of liens, but the Ordinance, the Agreement and the Notes do not purport to create any lien on any assets or properties of the City.

Based on the foregoing, we are of the opinion that:

1. The City is a body politic and corporate of the State of Illinois pursuant to the laws of the State of Illinois, and is a home rule unit within the meaning of Section 6(a) of Article VII of the 1970 Constitution of Illinois.

2. The City, acting by its City Council, has the full power and authority and has taken all necessary action to enter into the Agreement.

3. We have examined the Notes authorized to be issued by the Ordinance which are further described as follows:

<u>Note Number</u>	<u>Demomination</u>	<u>Name of Bank Payee</u>
		Continental Illinois National Bank and Trust Company of Chicago
		The First National Bank of Chicago
		Morgan Guaranty Trust Company of New York
		The Northern Trust Company
		American National Bank and Trust Company of Chicago
		LaSalle National Bank
		Amalgamated Trust & Savings Bank

4. The Agreement has been authorized to be executed and the Notes have been authorized to be issued by valid action taken by the City Council in the adoption of the Ordinance. The Ordinance has been duly and lawfully adopted, has not been amended and is in full force and effect. The Ordinance, the Agreement and the Notes are valid and binding obligations of the City and are enforceable in accordance with their terms, except as may be

limited by bankruptcy, insolvency, moratorium or other similar laws relating to enforceability of creditors' rights. We express no opinion as to whether mandamus or specific forms of equitable relief would be granted in a particular case.

5. The Notes evidence a general obligation debt of the City to which the City has pledged its full faith and credit for the payment thereof.

6. The interest payable on the Notes is exempt from Federal income taxes under existing statutes, regulations, rulings and decisions.

7. The Notes are not arbitrage bonds within the meaning of Section 103(c) of the United States Internal Revenue Code of 1954, as amended.

Very truly yours,

Exhibit B

[Form of Corporation Counsel Opinion]
_____, 198__

Continental Illinois National Bank
and Trust Company of Chicago
The First National Bank of Chicago
Morgan Guaranty Trust Company of
New York
The Northern Trust Company
American National Bank and Trust
Company of Chicago
LaSalle National Bank
Amalgamated Trust & Savings Bank

Re: \$ _____ City of Chicago, Illinois,
General Obligation Revolving Credit Notes

Gentlemen:

I am counsel for the City of Chicago, Illinois (the "City"). In connection with issuance today by the City of the Notes described above (the "Notes"), I have examined, among other things, the following:

- I. Public records, proceedings and documents in connection with the organization and establishment of the City;
- II. The proceedings of the City Council of the City pertaining to the adoption of an ordinance on _____ (the "Note Ordinance") authorizing the issuance, sale and delivery of the Notes by the City, and the execution and delivery of a Revolving Credit Agreement, dated as of _____ (the "Agreement") and authorizing City officers to do all things necessary to implement the terms of the Note Ordinance and the contracts which are created by the Notes, the Agreement and the Note Ordinance; and
- III. The executed Notes.

Based on the foregoing, it is my opinion that as of the date of this letter:

1. The City is a political subdivision and home rule municipality of the State of Illinois duly organized and

existing as such under the laws of the State of Illinois, and pursuant to the provisions of the Constitution and laws of the State of Illinois and the Note Ordinance, the City is empowered to issue the Notes.

2. The City has full right, power and authority to adopt the Note Ordinance, and no consents, approvals or authorizations are required by any governmental body for the City to carry out the transactions contemplated by the Notes, the Note Ordinance and the Agreement.

3. The Note Ordinance has been duly adopted by the City Council, has not been amended or repealed and remains in full force and effect.

4. The Notes and the Agreement have been fully authorized, executed and delivered by the City.

5. The Notes, the Note Ordinance and the Agreement constitute valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy or other similar laws affecting the enforcement of creditors' rights generally.

6. The execution, delivery and performance by the City of the Notes, the Note Ordinance and Agreement will not conflict with, or result in any breach of any of the provisions of or constitute a default under, any loan agreement, note, bond, resolution, ordinance or other agreement or instrument to which the City is a party or to which it is subject.

7. All proceedings and actions of the City Council of the City relating to the Notes and the Note Ordinance, and related proceedings comply with all laws, ordinances, rules and regulations applicable to the City Council, and none of the actions taken relating to the authorization, execution and delivery of the Notes and the Agreement, has been repealed, rescinded or revoked.

8. There is no action, suit, proceeding or investigation before or by any court, public board or body pending or, to my knowledge, threatened in writing, in which the City is a party or participant, wherein an unfavorable decision, ruling or finding would:

1. Affect the creation, organization or existence of the City or the powers of the City to adopt the Note Ordinance, issue the Notes or perform its obligations

under or as contemplated by the Notes, the Note Ordinance or the Agreement or the titles of the City's officers to their respective offices, with the following exceptions:

ii. Enjoin or restrain the issuance, sale and delivery of the Notes or the levy or collection of any property taxes which may be levied for the purpose of paying the principal of and interest on the Notes, or the application of the proceeds of such levy for such purpose;

iii. In any way question or affect any of the rights, powers, duties or obligations of the City with respect to the City taxes which may be levied for the purpose of paying the principal of and interest on the Notes, or the application of the proceeds of such levy for such purpose;

iv. In any way question or affect any authority for the issuance of the Notes or the validity or enforceability of the Notes, the Note Ordinance or the Agreement or the transactions contemplated by the Agreement except for the matters referred to in the certificate furnished pursuant to Section 1(c) thereof; or

v. In any way question or affect any loan agreement, note or bond or any resolution, ordinance or other agreement or instrument relating to the indebtedness of the City for borrowed money or lease obligations to the Public Building Commission of Chicago, to which the City is a party or to which it is subject.

Nothing contained herein shall be deemed to enlarge or diminish the rights or obligations of the City and its officers under applicable law.

The statements contained herein are made in an official capacity and not personally and no personal responsibility shall derive from them.

Respectfully submitted,

Corporation Counsel

MISCELLANEOUS BUSINESS.

*Referred--*PROPOSED RESOLUTION TO AMEND CONTRACT WITH
COMMONWEALTH EDISON CO. CONCERNING PAYMENT OF
FRANCHISE TAX.

A proposed resolution, presented by Alderman Gabinski and Alderman Pucinski, which recommends that the City Council Committee on Public Utilities investigate amending the contract with Commonwealth Edison Company concerning payment of their Franchise Tax.--*Referred to the Committee on Public Utilities.*

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Friday, the Ninth (9th) day of December, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the Sixteenth (16th) day of December, 1983, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

*Yeas--*Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays--*None.

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

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, December 16, 1983, at 10:00 A.M., in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.