

COPY



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

Regular Meeting—Friday, December 16, 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

Absent--Alderman Rush.

Call to Order.

On Friday, December 16, 1983 at 10:00 A. M. 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--48.

Quorum present.

On motion of Alderman Sawyer it was ordered noted in the Journal that Alderman Rush was absent due to illness.

Invocation.

Reverend Corneal Davis, Assistant Pastor, Quinn Chapel A.M.E. Church, opened the meeting with prayer.

At this point in the proceedings Alderman Frost introduced 27 students from Higgins Elementary School accompanied by their teacher Ms. Bomar.

They were warmly applauded by the members of the City Council.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

***Referred*--MAYOR'S APPOINTMENTS OF VARIOUS INDIVIDUALS AS MEMBERS OF CHICAGO CABLE COMMISSION.**

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Cable Television*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 16, 1983.

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

LADIES AND GENTLEMEN--I herewith appoint, as members of the Chicago Cable Commission:

Mark E. Jones, for a term ending December 31, 1988;

Arnette R. Hubbard, for a term ending December 31, 1987;

Robert E. Mann, for a term ending December 31, 1986;

Lilia Delgado, for a term ending December 31, 1985;

Your favorable consideration of these appointments will be appreciated.

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

*Referred--*MAYOR'S APPOINTMENT OF DOROTHY TILLMAN TO FILL
ALDERMANIC VACANCY IN THIRD WARD.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 16, 1983.

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

LADIES AND GENTLEMEN--I appoint Dorothy Tillman as Alderwoman, to fill the vacancy existing in the Third Ward.

Your approval of this appointment is respectfully requested.

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

*Referred--*FOUR PROPOSED ORDINANCES TO AMEND CITY MUNICIPAL CODE
RELATING TO SHELTER FACILITIES.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinances transmitted therewith, *Referred to the Joint Committee on Buildings and Zoning*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 16, 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 four ordinances amending the Municipal Code of the City of Chicago relating to shelter facilities.

Your favorable consideration of these ordinances will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXPENDITURE OF CERTAIN
FUNDS FROM O'HARE RAPID TRANSIT EXTENSION BONDS FOR STREET
IMPROVEMENTS.

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 16, 1983.

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

LADIES AND GENTLEMEN--At the request of the Budget Director, I transmit herewith an ordinance authorizing expenditure of funds remaining from the O'Hare Rapid Transit Extension Bonds for arterial and non-arterial street improvements.

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 PEERLESS CONFECTION CO.

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 16, 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 \$2,750,000 for the construction of a project by Peerless Confection Company.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE A REDEVELOPMENT
AGREEMENT TO ASSIST IN REHABILITATION OF PONTIAC
BLDG. ETC.

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 16, 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 American National Bank and Trust Company of Chicago, as Trustee, and Printing House Row Service Corporation as the sole beneficiary of Trust No. 56146, in the amount of \$804,126.00, to assist in rehabilitation of the Pontiac Building, located at 542 South Dearborn Street, as part of the South Loop Redevelopment Project.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE ADOPTION OF
DEED OF ARCHITECTURAL FACADE EASEMENT AND
CONSERVATION RIGHT RELATING TO OLIVER
BLDG.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Cultural Development and Historical Landmark Preservation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 16, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commission on Chicago Historical and Architectural Landmarks and the Commissioner of the Department of Planning, I transmit herewith an ordinance approving the adoption of a Deed of Architectural Facade Easement and Conservation Right which is to be entered into between the City of Chicago and the Chicago Title and Trust Company, as Trustee under Trust Agreement dated August 14, 1969, Trust No. 53891, relating to the structure located at 159 North Dearborn Street, commonly known as the Oliver Building.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL
APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY
FEDERAL MARINE TERMINALS, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 16, 1983.

December 16, 1983

COMMUNICATIONS, ETC.

3895

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 conditional approval of an industrial revenue bond in the amount of \$4,200,000 for the construction of a project by Federal Marine Terminals, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 15
TO HYDE PARK-KENWOOD CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 16, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 15 to the Hyde Park-Kenwood Conservation Area. This amendment provides for a land use change from public schools to off-street parking in the 5500 block of Cornell Street.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular special meeting on December 6, 1983, authorizing the Acting Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT AGREEMENT
FOR REHABILITATION OF PARCEL 36-1 IN REDEVELOPMENT
PROJECT NORTH LOOP.

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 16, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Planning, I am transmitting herewith copies of an ordinance "To Approve the Redevelopment Agreement for the Rehabilitation of Parcel 36-1 in Redevelopment Project North Loop".

Also enclosed are certified copies of a resolution adopted by the Commercial District Development Commission at a meeting on July 26, 1983, approving the Redevelopment Agreement.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF LAND IN NEAR
WEST SIDE CONSERVATION AREA (PARCEL LR-12).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 16, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel LR-12, located at the northwest corner of South Polk Street and West May Street.)

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular special meeting on December 6, 1983, authorizing the Acting Commissioner to request City Council approval of the ordinance referred to above.

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:

"MARY F. GHIKAS DAY IN CHICAGO":
December 9, 1983;

"SCLC'S SICKLE-CELL ANEMIA DAY IN CHICAGO":
December 10, 1983;

"DRUNK AND DRUGGED AWARENESS WEEK IN CHICAGO":
Week of December 11, 1983;

"SOUTH SHORE DRILL TEAM DAY IN CHICAGO":
December 11, 1983;

"PAN-AMERICAN LIONS CLUB BETTER VISION DAY":
December 13, 1983;

"WMAQ-TV/CHANNEL 5 MONTH IN CHICAGO":
Month of January, 1984.

Acceptances and Bonds Under Ordinances.

Also acceptances and bonds under ordinances as follows:

Columbus-Cuneo-Cabrini Medical Center: Acceptance and bond under an ordinance passed on August 31, 1983 (pedestrian bridge); filed on December 14, 1983;

Royal R. Faubion: Acceptance and bond under an ordinance passed on May 27, 1982 (oriel and bay windows); filed on December 14, 1983.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on December 9, 1983, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 16, 1983, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 9, 1983, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947, which printed pamphlet copies were delivered to the City Clerk on December 16, 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:

*Notification of Sale of \$95,000,000 City of Chicago
Water Revenue Bonds, Series 1983.*

A report from Walter K. Knorr, City Comptroller, addressed to the City Council notifying the members of the sale of \$95,000,000 City of Chicago Water Revenue Bonds, Series 1983.--*Placed on File.*

*Recommendations by Comm. of Dept. of Planning and Zoning
Administrator Pertaining to Sundry Proposals for Map
Amendments to Chicago Zoning Ordinance.*

Also a communication signed by Elizabeth Hollander, Acting Commissioner of Planning, under date of December 8, 1983, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on December 7, 1983, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.--*Placed on File.*

Zoning Reclassifications of Particular Areas.

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

John Barrett--to classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 16-N bounded by

W. 63rd Street; a line 125.29 feet east of S. Mobile Avenue and perpendicular to W. 63rd Street; the alley next south of and parallel to W. 63rd Street and S. Mobile Avenue;

Walter Leptak--to classify as an R4 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 12-L bounded by

the alley next north of and parallel to S. Archer Avenue; a line 125 feet long perpendicular to the alley next north of and parallel to S. Archer Avenue commencing at a point 82.1 feet west of S. Lotus Avenue and ending at a point 60 feet west of S. Lotus Avenue; S. Archer Avenue; a line 125 feet long perpendicular to S. Archer Avenue commencing at a point 120 feet west of S. Lotus Avenue and ending at a point 142.1 feet of S. Lotus Avenue;

Oriental Terraces, Inc.--to classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map No. 6-F bounded by

W. 23rd Street; a line 125 feet 1 inch long, 318 feet 3/8 inches east of and parallel to S. Stewart Avenue; a line 3 feet 9-5/8 inches long, 139 feet 4-3/4 inches north of and parallel to W. 23rd Place; a line 139 feet 4-3/4 inches long, 323 feet 5-3/8 inches east of and parallel to S. Stewart Avenue; W. 23rd Place; and S. Stewart 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) Milton Felton and Rose Lowe;

Bojnos Roy;

Chicago Transit Authority, Clark B.;

English Jorda Mrs.;

Foremost Ins. Co. and Michael Johnson, Franklin Construction;

Higgs Glenn E.;

Konrath Helen, Knopp W. Anthony;

Long Patricia A.;

Monat Eve;

Patton Sandra, Pirlant Kasim;

Renaissance Realty;

Skoumal Carol;

Trans Protection Service Co. and Finkbinder Transfer;

Waller Denise, Ward Maggie L., Williams Tamara, Woods Willie.

Referred--REQUEST FOR ISSUANCE OF SIGN PERMIT.

Also a communication from Foster & Kleiser requesting the City Council to direct the Commissioner of Inspectional Services to issue a permit for the erection of a signboard at 138 W. 63rd Street.--
Referred to the Committee on Zoning.

*Referred--*COMMUNICATION ON DISSENTING RECOMMENDATION
BY MEMBER OF CHICAGO PLAN COMMISSION
CONCERNING PLANNED DEVELOPMENT
AT 900 N. MICHIGAN AV.

Also a communication from Leon M. Despres transmitting a dissenting recommendation as a member of the Chicago Plan Commission in the matter of a Planned Development Ordinance for 900 N. Michigan Avenue.--*Referred to the Committee on Zoning.*

*Placed on File--*NOTIFICATION AS TO SELECTION OF PROXIES TO
AFFIX SIGNATURES OF MAYOR AND CITY COMPTROLLER TO
CITY'S HOME IMPROVEMENT LOAN REVENUE BONDS,
1983 SERIES A.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 16, 1983.

Notice of Designation of Proxy

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

LADIES AND GENTLEMEN--Please take notice that I have selected and do hereby designate DANIEL E. MURPHY as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to the City's Home Improvement Loan Revenue Bonds, 1983 Series A, authorized to be issued in a aggregate principal amount of not to exceed \$10,000,000 pursuant to an ordinance adopted by the City Council of the City of Chicago on November 14, 1983, and to any other instrument, agreement, certificate or document authorized to be signed by the Mayor pursuant to such ordinance.

Appended hereto is a written signature of my name as the same will appear on such bonds and other instruments, agreements, certificates and documents as executed by said DANIEL E. MURPHY, and with the proxy's signature underneath, all as required by law.

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

[Signatures appended as stated.]

OFFICE OF THE COMPTROLLER
CITY OF CHICAGO

December 16, 1983.

Notice of Designation of Proxy

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

LADIES AND GENTLEMEN--Please take notice that I have selected and do hereby designate CHARLES A. WHELPLEY as my proxy for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to the City's Home Improvement Loan Revenue Bonds,

1983 Series A, authorized to be issued in an aggregate principal amount of not to exceed \$10,000,000 pursuant to an ordinance adopted by the City Council of the City of Chicago on November 14, 1983, and to any other instrument, agreement, certificate or document authorized to be signed by the City Comptroller pursuant to such ordinance.

Appended hereto is a written signature of my name as the same will appear on such bonds and other instruments, agreements, certificates and documents as executed by said CHARLES A. WHELPLEY and with the proxy's signature underneath, all as required by law.

Very truly yours,
(Signed) WALTER K. KNORR,
City Comptroller.

[Signatures appended as stated.]

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE

Issuance of Industrial Revenue Bond Authorized to Charlotte Charles, Inc., for Project Located at No. 3700 S. Spaulding Av.

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 \$1,450,000 to Charlotte Charles, Inc., for a project to be located at No. 3700 South Spaulding Avenue.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said proposed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 12:13 P.M.

The following is said ordinance as passed:

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

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

WHEREAS, As a result of negotiations between the Issuer and Charlotte Charles, Inc., a Delaware corporation (the "Company"), contracts have been entered into by the Company for the acquisition of certain land and an existing industrial building located at 3700 South Spaulding Avenue within the corporate limits of the Issuer, and the acquisition, construction and installation of certain building improvements, machinery and equipment therein, for use by the Company as a bakery and food processing facility, such land, building, improvements and related property to constitute an "industrial development project" within the meaning of the Enabling Ordinance (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement (hereinafter the "Agreement") with the Company pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, construction and installation, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition, construction and installation of the Project as evidenced by such revenue bonds; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will be not less than \$1,450,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "Industrial Revenue Bonds (Charlotte Charles, Inc. Project) Series 1983" upon a negotiated basis to Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois; 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 December 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment" means the Assignment and Security Agreement dated as of December 1, 1983, by and between the Issuer and the Bank, as from time to time supplemented and amended.

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

"Bank" means Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, a banking association duly organized and validly existing under the laws of the United States of America, as the initial purchaser of the Bonds.

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

"Bond Fund" means the City of Chicago, Cook County, Illinois, Bond Fund (Charlotte Charles, Inc. Project) created in Section 7 hereof.

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

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

"Company" means Charlotte Charles, Inc. a corporation duly organized and validly existing under the laws of the State of Delaware, and its successors and assigns, and any surviving, resulting or transferee corporation as provided in Section 5.2 of the Agreement.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Construction Fund (Charlotte Charles, Inc. Project) created by Section 5 hereof.

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

"Depository" means the Bank, acting in its capacity as depository of certain funds and as bond registrar and paying agent as provided in this Ordinance.

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

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

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

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

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

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

"Prime Rate" means the rate per annum then most recently announced by Continental Illinois National Bank and Trust Company of Chicago as its Prime Rate at its principal office in Chicago, Illinois.

"Project" means the land, building, machinery, equipment and improvements, which are to be financed in part with the moneys received by the Company from the Issuer under the Agreement.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the Issuer and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, construction and installation of the Project is not less than \$1,450,000, which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the assignment and pledge to the Bank, for the benefit of the Bank and the owners of the Bonds, of all right, title and interest of the Issuer in and to the Agreement and the Note (except with respect to certain rights of the Issuer for indemnification and payment of certain expenses by the Company) are necessary and proper.

Authorization and Payment of Bonds.

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there are hereby authorized to be issued by the Issuer its Industrial Revenue Bonds (Charlotte Charles, Inc. Project) Series 1983, in the aggregate principal amount of \$1,450,000. Said Bonds shall be issuable as fully registered bonds without coupons in the denomination of \$145,000 each, and shall be lettered R and numbered consecutively from 1 upward. Said Bonds shall be dated the date of their issuance and delivery, shall be payable to Continental Illinois National Bank and Trust Company of Chicago, registered assigns, shall become due and payable in the principal amount of \$145,000 on the first day of December of each year, commencing December 1, 1984 to and including December 1, 1993, and shall bear interest (computed on the basis of a year of 360 days) from the later of (i) their date or (ii) the June 1 or December 1 to which interest has been paid, on the principal amount from time to time remaining unpaid thereon, at a rate per annum equal to 75.0% of the Prime Rate, adjusted with each change in the Prime Rate, due on the first day of each June and December, commencing June 1, 1984 until maturity. Interest shall accrue on overdue payments as provided in the form of the Bonds.

Upon receipt by the owners of the Bonds and the Depository of 30 days' prior written notice given by the Company on behalf of the Issuer, the Bonds are subject to optional redemption in whole at any time on or after December 1, 1985 or in part on any interest payment date on or after December 1, 1985, and if in part, in integral multiples of \$5,000, and in inverse order of maturity, at a redemption price of par plus accrued interest to the redemption date without premium.

Upon receipt by the owners of the Bonds and the Depository of 30 days' prior written notice given by the Company on behalf of the Issuer, the Bonds are subject to optional redemption at any time in whole, but not in part, within 90 days following the occurrence of certain events described in Section 7.1 of the Agreement (relating to damage or destruction or condemnation of the Project or impossibility of performance) at a redemption price of par plus accrued interest to the redemption date without premium.

Upon receipt by the owners of the Bonds and the Depository of 30 days' prior written notice given by the Company on behalf of the Issuer, the Bonds are subject to mandatory redemption at any time in whole, but not in part, within 90 days following the occurrence of a Determination of Taxability (as hereinafter defined), at a redemption price of par plus accrued interest to the redemption date.

A "Determination of Taxability" shall be deemed to have occurred on the date the owner of any Bond notifies the Company and the Depository that:

(i) an amendment to Section 103 (or any successor provision) of the Code has been promulgated, or any regulations or proposed regulations under the Code have been issued,

(ii) any ruling (including a private ruling) of the Internal Revenue Service (the "IRS") has been issued or revoked,

(iii) a proposed deficiency letter (30-day letter) has been issued to the owner of any Bond or any other action has been taken by the IRS, the Department of the Treasury of the United States of America or any other governmental agency,

(iv) any judicial opinion has been rendered, or

(v) any other event has occurred or other circumstances exist, and

as a consequence of any of the circumstances set forth in clauses (i) through (v) above, independent counsel for the owner or such Bond, reasonably acceptable to the Company, shall have advised such owner either that interest on any of the Bonds is currently includable in the Federal gross income of the owners thereof or that such counsel cannot give its opinion, without materially qualifying the same, to the effect that interest on all of the Bonds is currently excludable from Federal gross income of the owners thereof; provided, however, that if such opinion is based solely upon (or a necessary factor for the basis of such opinion is) the conclusion that the owner of any Bond is a "substantial user" of the Project within the meaning of Section 103(b) (13) (or any successor provision) of the Code or a "related person", as defined in Section 103(b) (6) (C) (or any successor provision) of the Code, no such Determination of Taxability shall be deemed to have occurred.

The "Taxable Date" shall be the date, referred to in any opinion of independent counsel for the owner of any Bond, upon which interest was or will be includable in the gross income, for Federal income tax purposes, of the owners or former owners of any of the Bonds (other than a "substantial user" of the Project or a "related person" as such are defined in the Code).

Any person who owned a Bond at any time on or after the Taxable Date shall be entitled to an amount equal to the positive difference between the interest borne by such Bond for the period following the Taxable Date during which such person was the owner of such Bond and the interest on such Bond for the period if such Bond had borne interest at a rate per annum equal to 125% of the Prime Rate from time to time in effect during such period. Such amount shall be paid by the Company to the Depository pursuant to the second paragraph of Section 7.3 of the Agreement and paid to the owners of the Bonds pursuant to Section 7 hereof.

The Depository shall, to the extent that amounts are or become available therefor in the Bond Fund, redeem principal and pay accrued interest on the Bonds in accordance with the preceding paragraphs; provided, however, that, no partial redemption of less than \$5,000 shall be permitted. In addition, if other funds in an amount in excess of \$5,000 shall become available in the Bond Fund, and are not otherwise required to be applied to the payment of the Bonds, the Depository shall, without notice from the Company or the Issuer, promptly on or after December 1, 1985, apply such funds to the redemption of the Bonds in the inverse order of their maturities at a redemption price of par plus accrued interest to the redemption date, and shall give notice to the Company and the owners of the Bonds of such redemption. All principal of the Bonds or portions thereof designated for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

In lieu of prepaying the Bonds in whole or in part, if the Company has purchased all or any portion of the Bonds, the Company may tender such Bonds for cancellation by the Issuer and upon such cancellation such Bonds shall be deemed paid.

The Depository is hereby constituted and appointed the paying agent for the Bonds. The principal of each Bond shall be payable in lawful money of the United States of America at the principal office of Continental Illinois National Bank and Trust Company of Chicago, as Depository, in the City of Chicago, Illinois. Interest on each Bond shall be payable to the registered owner thereof by check or draft of the Depository, mailed to such registered owner at his address as it appears on the registration books of the Depository, or by such other means or at such other address as is furnished to the Depository in writing by such registered owner at least 15 days prior to an interest payment date.

The Depository shall maintain adequate records of the dates and amounts of all principal payments (whether at maturity or upon redemption or acceleration) and interest payments on the Bonds, and such records shall be made available for inspection by the Company or the Issuer during regular business hours at the offices of the Depository at 231 South LaSalle Street, Chicago, Illinois 60693. At least annually, on the anniversary date of the Bonds, the Depository shall notify the Issuer of the payment of the principal of the Bonds (whether at maturity or upon redemption or acceleration) and shall include in such notification a statement of the unpaid balance of the Bonds.

Each Bond shall be non-transferable by the registered owner thereof, except as a whole and as hereinafter set forth. Each Bond shall be surrendered for transfer by the registered owner thereof at the principal office of the Depository, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner thereof or his attorney duly authorized in writing. The Depository shall note the name and address of the transferee and the date of transfer upon the Bond. The Depository shall require the payment by the transferor of any tax, fee or other governmental charge required to be paid with respect to such transfer, but otherwise no charge shall be made for such transfer.

The Depository is hereby constituted and appointed the bond registrar on behalf of the Issuer. The Depository shall maintain a record of the name and address of the owner of each Bond, and upon any transfer, shall add the name and address of the new owner and shall eliminate the name and address of the transfer owner, and shall furnish such record to the Issuer and the Company upon request, but otherwise shall keep such record confidential. The person in whose name a Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds, together with interest thereon, shall be a limited obligation of the Issuer secured by the Agreement and the Note, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owners thereof only against the Bond Fund and other moneys held by the Depository and the revenues and receipts derived from the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal of and interest on the Bonds, except as may be expressly authorized otherwise in this Ordinance and Agreement. The Bonds have been issued under and shall contain a recital that they are issued pursuant to the provisions of the

Enabling Ordinance; the Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general credit or taxing powers, within the meaning of any constitutional or statutory provisions, but shall be secured as aforesaid, and are payable solely from the revenues and receipts derived from the Agreement and the Note (except as stated aforesaid).

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

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

In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturity as the Bond mutilated, lost, stolen or destroyed; provided that, in the case any Bond is mutilated, such mutilated Bond shall first be surrendered to the Issuer, and in the case any Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. In the event the principal of the Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof. The Issuer may charge the owner of the Bond with reasonable fees and expenses in this connection.

In any case where the date of payment of interest on or any principal of the Bonds shall be in the City where the principal office of the Depository is located, a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized or required by law or executive order to close, and the Depository is in fact closed, then the payment of principal or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the due date thereof, but interest on such Bonds shall accrue until paid.

Bond Form

SECTION 4. That the Bonds shall be in substantially the following form:

THIS BOND MAY BE TRANSFERRED
ONLY AS A WHOLE

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

Industrial Revenue Bond
(Charlotte Charles, Inc. Project) Series 1983

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM
REVENUES AND RECEIPTS DERIVED FROM THE
LOAN AGREEMENT AND THE NOTE HEREIN DEFINED

R-__

\$145,000

Know All Men By These Presents that the City of Chicago, Cook County, Illinois, a municipality of the State of Illinois and a home rule unit of government created and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided to, Continental Illinois National Bank and Trust Company of Chicago or its registered assigns, the principal sum of:

One Hundred Forty-five Thousand Dollars (\$145,000) on December 1, 19__, and to pay interest (computed on the basis of a year of 360 days) from the later of (i) the date hereof or (ii) the June 1 or December 1 to which interest has been paid, on the principal amount from time to time

remaining unpaid on this Bond, at a rate per annum equal to 75.0% of the Prime Rate (as hereinafter defined), adjusted with each change in the Prime Rate, due the first day of each June and December, commencing June 1, 1984 until maturity; and to pay interest on any overdue principal and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest at a rate per annum equal to 125% of the Prime Rate in effect from time to time from the due date thereof until paid. "Prime Rate" means the rate per annum then most recently announced by Continental Illinois National Bank and Trust Company of Chicago as its Prime Rate at its principal office in Chicago, Illinois. If payment of principal or interest on this Bond is made on the next business day following a Saturday, a Sunday, a holiday or a day on which the Depository (as hereinafter defined) is authorized or required by law or executive order to close and is in fact closed, then pursuant to the terms of the Ordinance hereinafter referred to, interest hereon shall accrue until paid. The principal hereof is payable in lawful money of the United States of America at the principal office of Continental Illinois National Bank and Trust Company of Chicago in the City of Chicago, Illinois, as depository of certain funds under the Ordinance hereinafter referred to (in such capacity, said bank being herein referred to as the "Depository"). Interest hereon is payable to the registered owner hereof by check or draft of the Depository, mailed to such registered owner at his address as it appears on the registration books of the Depository, or by such other means or at such other address as is furnished to the Depository in writing by such registered owner at least 15 days prior to an interest payment date.

This Bond is one of an authorized series of Bonds in the aggregate principal amount of \$1,450,000 and designated "Industrial Revenue Bonds (Charlotte Charles, Inc. Project) Series 1983" (the "Bonds"), issued pursuant to the hereinafter described Enabling Ordinance and pursuant to an Ordinance duly adopted by the governing body of the Issuer (the "Ordinance") for the purpose of providing funds to finance a portion of the cost of the acquisition of certain land and an existing industrial building and the acquisition, construction and installation therein of certain building improvements, machinery and equipment (the "Project") for use by Charlotte Charles, Inc., a Delaware corporation (the "Company") as a bakery and food processing facility within the corporate limits of the Issuer, and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry within the City of Chicago, Illinois. The proceeds of the Bonds will be used by the Issuer to pay or reimburse the Company for a portion of the cost of the acquisition, construction and installation of the Project, under the terms of a Loan Agreement dated as of December 1, 1983 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

The Bonds are equally and ratably secured by a pledge and assignment of the revenues and receipts derived by the Issuer from the repayment of the loan by the Company and certain other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Company pursuant to the Agreement (the "Note"). Reference is made to the Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owners of the Bonds, and the terms on which this Bond is issued and secured and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

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

Upon 30 days' prior written notice given by the Company to the owners of the Bonds and the Depository on behalf of the Issuer the Bonds are subject to optional redemption, in whole at any time on or after December 1, 1985 or in part on any interest payment date on or after December 1, 1985, and if in part, in integral multiples of \$5,000, and in inverse order of maturity, at a redemption price of par plus accrued interest to the redemption date, without premium, as provided in the Ordinance.

Upon 30 days' prior written notice given by the Company to the owners of the Bonds and the Depository on behalf of the Issuer the Bonds are subject to optional redemption at any time in whole, but not in part, within 90 days following the occurrence of certain events described in the Agreement (relating to damage or destruction or condemnation of the Project or impossibility of performance) at a redemption price of par plus accrued interest to the redemption date, without premium, as provided in the Ordinance.

Upon 30 days' prior written notice given by the Company to the owners of the Bonds and the Depository on behalf of the Issuer the Bonds are subject to mandatory redemption at any time in whole, but not in part, within 90 days following the occurrence of a Determination of Taxability (as defined in the Ordinance), at a redemption price of par plus accrued interest to the redemption date, as provided in the Ordinance.

Any person who owned a Bond at any time on or after the Taxable Date (as defined in the Ordinance) shall be entitled to an amount equal to the positive difference between the interest borne by such Bond for the period following the Taxable Date during which such person was the owner of such Bond and the interest on such Bond for such period if such Bond had borne interest at a rate per annum equal to 125% of the Prime Rate from time to time in effect during such period. Such amount shall be paid by the Company to the Depository pursuant to the second paragraph of Section 7.3 of the Agreement and paid to the owners of the Bonds pursuant to Section 7 of the Ordinance.

Any principal of this Bond designated for redemption shall cease to bear interest on the specified redemption date, provided funds for such redemption are on deposit with the Depository on such date.

This Bond is non-transferable, except as a whole and as hereinafter set forth. This Bond shall be surrendered for transfer by the registered owner hereof at the principal office of the Depository, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner hereof or his attorney duly authorized in writing, and upon payment of the charges provided in the Ordinance. The Issuer and the Depository may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Depository shall be affected by any notice to the contrary.

Without the consent of the owner of this Bond, a Security Trustee (as defined in the Ordinance) may be appointed pursuant to the terms of the Ordinance to act on behalf of the owners of the Bonds. In the event of such appointment, all duties, rights, remedies and obligations of the owner of this Bond shall be assigned or deemed to be assigned to the Security Trustee who shall assume and be vested with such duties, rights, remedies and obligations for the benefit of the owner of this Bond.

Except as otherwise provided upon the appointment of a Security Trustee, the owner of this Bond shall have the right to enforce the provisions of the Ordinance and the agreement to institute action to enforce the covenants therein, or to take any action with respect to an event of default under the Agreement or the Ordinance, or to institute, appear in or defend any suit or other proceedings with respect thereto, all as provided in the Ordinance. In certain events, on the conditions, in the manner and with the effect set forth in the Ordinance, the principal of all the Bonds issued under the Ordinance and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. A breach of any covenant contained in the Agreement or the Ordinance (other than a default in the payment of principal or interest on the Bonds or the Note) may be waived by a majority in aggregate principal amount of the Bonds then outstanding. The Agreement and the Ordinance permit, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of Issuer, the Company and the rights of the owners of the Bonds at any time with

the consent of the owners of two-thirds in aggregate principal amount of the Bonds at the time outstanding; provided, that the owners of the Bonds shall have no right to consent to the appointment of any Security Trustee. Any consent or waiver by the owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond whether or not notation of such consent or waiver is made upon this Bond.

Any notice to the owner of this Bond shall be given by mailing a copy of such notice by registered or certified mail to the registered owner hereof at the address shown on the registration books maintained by the Depository; provided, however, that with respect to any redemption of this Bond, failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of Bonds or portions thereof with respect to which no such failure or defect has occurred.

This Bond is issued with the intent that the laws of the State of Illinois will govern its construction.

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

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

[Signature forms omitted for printing purposes.]

(Form for Transfer of Registered Owner)

<i>Date of Transfer</i>	<i>Name and Address of Transferee</i>	<i>Signature of Depository</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Custody and Application of Proceeds
of Bonds; Construction Fund.*

SECTION 5. There is hereby created and established with the Depository, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Cook County, Illinois, Construction Fund (Charlotte Charles, Inc. Project)". The proceeds received by the Issuer upon the sale of the Bonds shall be deposited in the Construction Fund which shall be held in a separate account by the Depository. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof.

The Depository shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section, the Depository shall deliver copies of such records to the Issuer and the Company.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Depository of a certificate of the Authorized Company Representative required by Section 3.4 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Agreement.

*Acquisition, Installation and Construction of Project
and Payment of Amounts Under the Agreement.*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the

proceeds of the Bonds in order to finance a portion of the cost of the acquisition, construction and installation of the Project by the Company, pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

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

Revenues: Bond Fund.

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

There is hereby created by the Issuer and ordered established with the Depository, a special fund to be designated "City of Chicago, Cook County, Illinois, Bond Fund (Charlotte Charles, Inc. Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used to pay the principal of and interest on the Bonds or to redeem the principal of the Bonds prior to maturity, except as hereinafter set forth.

There shall be deposited into the Bond Fund, as and when received: (a) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments on the Note; (c) all prepayments on the Note specified in Article VII of the Agreement; and (d) all other moneys received by the Depository under and pursuant to any of the provisions of the Agreement or the Note, including any moneys received pursuant to the second paragraph of Section 7.3 of the Agreement. The Depository is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal of and interest on the Bonds; provided, however, that moneys paid into the Bond Fund pursuant to the second paragraph of Section 7.3 of the Agreement shall be used solely for payment as follows: any person who owned a Bond at any time in or after the Taxable Date shall be entitled to, and the Depository shall pay to him from such moneys an amount equal to the positive difference between the interest borne by such Bond for the period following the Taxable Date during which such person was the owner of such Bond and the interest on such Bond for such period if such Bond had borne interest at a rate per annum equal to 125% of the Prime Rate from time to time in effect during such period.

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

Any amounts remaining in the Bond Fund, after payment in full of the principal of and interest on the Bonds and any sums due the owners of the Bonds under the second paragraph of Section 7.3 of the Agreement and the charges and expenses of the Depository, shall be paid to the Company, as provided herein and in Section 9.4 of the Agreement.

Assignment.

SECTION 8. As security for the due and punctual payment of the principal of an interest on the Bonds hereby authorized, the Issuer hereby assigns and pledges to the Bank, for the benefit of the Bank and the owners from time to time of the Bonds outstanding, all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2 (c) of the Agreement relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company or Section 6.3 of the Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon an event of default

under the Agreement), all rights and remedies of the Issuer under the Agreement and the Note to enforce payment thereof (subject to the terms of the Assignment), and all funds held by the Depository in the Construction Fund created pursuant to Section 5 hereof and the Bond Fund created pursuant to Section 7 hereof, and as evidence of such assignment, pledge, and security interest and of the agreement of the Bank, as Depository, to accept its responsibilities with respect to the Construction Fund created pursuant to Section 5 hereof, to the Bond Fund created pursuant to Section 7 hereof, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and the City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer, with such changes therein as shall be approved by the Mayor and the City Clerk, their signatures hereon constituting conclusive evidence of such approval.

Investments; Arbitrage.

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof and the Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement. Any such investment shall be held by or under control of the Depository and shall be deemed at all times a part of the fund for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such funds, which loss shall be an obligation of the Company as provided in the Agreement.

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

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

General Covenants.

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

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

The Issuer agrees that upon the issuance and delivery of the Bonds, the Bank shall have a valid lien on and security interest in all right, title and interest of the Issuer pledged and assigned to the Bank under the Assignment, without any recording, filing or other act. Notwithstanding the foregoing, the Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the owner of a majority in aggregate principal amount of the Bonds outstanding may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the interest of the Issuer in and to the Agreement and the Note, as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2(a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal of and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement and the Note, or of its rights under the Agreement and the Note.

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

The Issuer covenants and agrees that it shall, through at least a majority in aggregate principal amount of the Bonds outstanding, enforce all of its rights and all of the obligations of the Company under the Agreement for the benefit of the owners of the Bonds. The Issuer shall protect the rights of owners of the Bonds hereunder with respect to the assignment and pledge of the revenues and receipts coming due under the Agreement.

Events of Default and Remedies.

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

(a) Default in the due and punctual payment of any interest on the Bonds when due, and the continuation of such default for three business days.

(b) Default in the due and punctual payment of any principal of the Bonds, whether at the stated maturity thereof, or upon redemption or proceedings for the acceleration thereof, and the continuation of such default for three business days.

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

Upon the occurrence of an event of default and so long as such event of default is continuing, the owners of at least a majority in aggregate principal amount of the Bonds outstanding, by notice in writing delivered to the Company and the Issuer, may declare the principal of the Bonds and the interest accrued thereon to be immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Company immediately shall become due and payable as provided in Sections 4.2 and 6.2 of the Agreement.

While any principal of or interest on the Bonds remains outstanding, the Issuer shall not exercise any of the remedies on default specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the owners of at least a majority in aggregate principal amount of the Bonds then outstanding.

Upon the occurrence of an event of default hereunder, the owners of at least a majority in aggregate principal amount of the Bonds then outstanding may exercise such rights as exist under the Agreement and the Note or may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds and to enforce and compel the performance of the duties and obligations of the Company as herein and in the Agreement and the Note set forth.

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

No delay or omission to exercise any right, power or remedy accruing upon any event of default hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient. A breach of any covenant contained in the Agreement or the Ordinance (other than a default in the payment of principal of or interest on the Bonds or the Note) may be waived by a majority in aggregate principal amount of the Bonds then outstanding. In the event that any agreement contained in this Ordinance should be breached and thereafter waived by the owners of the Bonds, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Company or the owners of the Bonds), and all moneys in the Construction Fund (or such lesser amount as the Depository shall determine) at the time of the occurrence of an event of default hereunder shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal and interest (or, as to interest, accrued) due and unpaid upon the Bonds, equally and ratably, to the person or persons entitled thereto.

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

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

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

Sale of the Bonds; Execution of Documents.

SECTION 12. (a) The sale to the Bank of the Bonds hereby authorized at a price of \$1,450,000 and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer is hereby approved by said governing body, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed, with such changes therein as shall be approved by the officer executing the same, the execution thereof constituting conclusive evidence of such approval.

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

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

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

Performance Provisions.

SECTION 13. That the Mayor and the City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the

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

Notices.

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank or Depository, at 231 South LaSalle Street, Chicago, Illinois 60693 Attention: Commercial Loan Department; if to the Company at 2501 North Elston Avenue, Chicago, Illinois 60647 Attention: President, with a copy to the Company's counsel, Wolfe and Klein, at 221 North LaSalle Street, Chicago, Illinois 60601.

Any notice to any owner of a Bond shall be given by mailing a copy of such notice by registered or certified mail to such registered owner at the address shown on the registration books maintained by the Depository, provided, however, that with respect to any redemption of Bonds, failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of Bonds or portions thereof with respect to which no such failure or defect has occurred.

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

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owners of the Bond hereby authorized; and after the issuance of the Bonds, no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the owners of two-thirds in aggregate principal amount of the Bonds then outstanding, until such time as all principal of and interest on the Bonds shall have been paid in full; provided, however, that without the consent of the owners of any of the Bonds, the Bank or the Depository with the consent of the Issuer may appoint a trustee (the "Security Trustee") to act on behalf of the owners of the Bonds hereunder. In the event of such appointment, the Issuer, the Bank and the Depository may, without the consent of the owners of the Bonds, enter into such agreements or indentures as may be necessary to assign to or vest in the Security Trustee all rights, duties, remedies and obligations of the Bank and the owners of the Bonds, who shall assume such duties, rights, remedies and obligations for the benefit of the owners of the Bonds; and provided further, that no amendment to this Ordinance shall permit or be construed as permitting (a) an extension of the maturity of the principal of or interest on any Bond issued hereunder, (b) a reduction in the principal amount of or rate of interest on any Bond issued hereunder, (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds or (d) a reduction in the aggregate principal amount of Bonds required for consent to such amendatory Ordinance.

Satisfaction and Discharge.

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

(a) all expenses of the Issuer, the Depository, the Security Trustee (if any) and the owners of the Bonds shall have been paid;

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

(c) all principal of and interest on the Bonds have been paid.

Severability.

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions.

SECTION 18. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed.

SECTION 19. All ordinances, resolutions and orders or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and this Ordinance shall be made available to the public by the City Clerk, in the 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 a copy of this Ordinance. This Ordinance shall be in full force and effect immediately upon and after its passage.

Acknowledgement of Hearing.

SECTION 20. The action of the Commission of Economic Development in publishing a notice of public hearing as required by Section 103(k) of the Code is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago on November 28, 1983 and does hereby declare that this Ordinance constitutes the public approval required by Section 103(k) of the Code.

[Assignment and Security Agreement, Bond Purchase Agreement,
Loan Agreement and Memorandum of Agreement are omitted
for printing purposes.]

**Authority Granted for Issuance of Chicago-O'Hare International
Airport Special Facility Revenue Bonds, Series 1983,
for Project of American Airlines, Inc.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983, for a project of American Airlines, Inc., in the amount of \$170,000,000.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said passed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 11:42 A.M.

[The ordinance authorizing the issuance of Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 is printed on pages 3916 thru 3930 of this Journal. Also, Bond Purchase Agreement, Indenture of Trust and Special Facility Use Agreement are omitted for printing purposes.]

**Issuance of Industrial Revenue Bond Authorized for
Midway Airlines, Inc. Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond in the amount of \$1,000,000 to Midway Airlines, Inc. for project to be located at No. 5959 S. Cicero Avenue and No. 6000 S. Keating Avenue.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said passed ordinance was transmitted to the Mayor who affixed his signature to the same at 12:14 P.M.

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "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 the increase of industry within the boundaries of the Issuer; and

WHEREAS, The Economic Development Commission of the City of Chicago has previously entered into a Memorandum of Agreement dated as of May 25, 1983, with Midway Airlines, Inc. (the "Company"), whereby the Company agreed to acquire certain land and office buildings at 5959 South Cicero Avenue and 6000 South Keating Avenue in the Issuer (the "Project"); 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, As a result of negotiations between the Issuer and the Company, the Company has undertaken the acquisition of the Project and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company pursuant to which the Issuer shall lend the Company a sum sufficient to accomplish such acquisition, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will be not less than \$1,500,000; and

(Continued on page 3931)

ELN/RFF 12/9/83

AN ORDINANCE PROVIDING FOR THE FINANCING BY THE CITY OF CHICAGO OF CERTAIN AIRPORT RELATED FACILITIES, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$170,000,000 CHICAGO-O'HARE INTERNATIONAL AIRPORT SPECIAL FACILITY REVENUE BONDS, SERIES 1983 (AMERICAN AIRLINES, INC. PROJECT) IN ONE OR MORE SERIES AND CONFIRMING THE SALE THEREOF, APPROVING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT DESCRIBING SAID BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL FACILITY USE AGREEMENT, AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT AND RELATED DOCUMENTS.

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

WHEREAS, the City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the costs of the design, reconstruction, improvement and expansion of Terminal 3 and Concourses H and K and related facilities (the "Project") for American Airlines, Inc. (the "Airline") at Chicago-O'Hare International Airport (the "Airport"), which is owned and operated by the City; and

WHEREAS, the City is in the process of planning and designing a major redevelopment of the Airport and as part of such redevelopment the City has entered into an Airport Use Agreement and Terminal Facilities Lease with the Airline dated as of February 1, 1983, as amended (the "Airport Use Agreement") providing for, among other things, the design, financing,

construction and installation of the Project, or parts thereof, by the Airline on behalf of the City; and

WHEREAS, the City Council enacted an ordinance on July 6, 1983 (the "Inducement Ordinance") authorizing the execution of an agreement between the Airline and the City providing for the issuance of the City's special facility revenue bonds for improvements, extensions and acquisitions of the facilities occupied by the Airline at the Airport; and

WHEREAS, the Airline has requested that the City issue its special facility revenue bonds for the purpose, among others, of financing the costs of the Project; and

WHEREAS, the City and the Airline desire to enter into a Special Facility Use Agreement dated as of December 1, 1983 (the "Special Facility Use Agreement"), in the form submitted to this meeting, in order to provide, among other things, for the payment by the Airline at such times of such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal of, premium, if any, and interest on the Series 1983 Bonds (as hereinafter defined); and

WHEREAS, the City desires to enter into one or more Indentures of Trust each dated as of December 1, 1983 (the "Indentures") with Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee (the "Trustee"), in the form submitted to this meeting, pursuant to which the City will issue one or more series of Series 1983 Bonds and provide for the security thereof; and

WHEREAS, the financing of the costs of (i) designing, constructing and installing the Project; (ii) paying interest on the Series 1983 Bonds; (iii) funding a reserve account for the payment of each series of Series 1983 Bonds; and (iv) paying the expenses of issuing the Series 1983 Bonds, is authorized by the Constitution and constitutes a valid public purpose thereunder; and

WHEREAS, the City proposes to sell the Series 1983 Bonds hereinafter authorized and designated "Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project)" in one or more series upon a negotiated basis to the Underwriter named in the hereinafter described Bond Purchase Agreement; and

WHEREAS, the City and the Underwriter desire to enter into a Bond Purchase Agreement in the form submitted to this meeting (the "Bond Purchase Agreement") pursuant to which the City will sell and the Underwriters will purchase the Series 1983 Bonds; and

WHEREAS, there has been prepared and presented to this meeting of the City Council the Preliminary Official Statement of the City (the "Preliminary Official Statement") relating to the Series 1983 Bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

Section 1. Definitions. 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:

"Airline" means American Airlines, Inc., a Delaware corporation.

"Airport" means Chicago-O'Hare International Airport, which is owned and operated by the City.

"Airport Use Agreement" means the Airport Use Agreement and Terminal Facilities Lease between the City and the Airline, dated as of May 27, 1983.

"Bond Purchase Agreement" means the Bond Purchase Agreement among the City, the Airline and the Underwriter.

"City" means the City of Chicago and its successors and assigns.

"City Clerk" means the City Clerk of the City or, with respect to attestation or affixing the City Seal, the Deputy City Clerk of the City.

"Final Official Statement" means the Official Statement of the City dated the date of the Bond Purchase Agreement, together with all appendices attached thereto, relating to the Series 1983 Bonds.

"Indentures" means the Indentures of Trust, each dated as of December 1, 1983, by and between the City and the Trustee relating to the Series 1983 Bonds.

"Ordinance" means this Ordinance.

"Preliminary Official Statement" means the Preliminary Official Statement of the City, relating to the Series 1983 Bonds.

"Project" means the design, reconstruction, improvement and expansion of Terminal 3 and Concourses H and K and related facilities located at the Airport and as further described in the Special Facility Use Agreement.

"Series 1983 Bonds" means the Series 1983 Bonds, in one or more series, more fully described and authorized to be issued by the City in Section 3 hereof.

"Special Facility Use Agreement" means the Special Facility Use Agreement dated as of December 1, 1983, by and between the City and the Airline.

"Trustee" means Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, and its successors in trust.

"Underwriter" means Salomon Brothers Inc and any other persons named as underwriters in the Bond Purchase Agreement.

Section 2. Authorization of the Project. The Project shall be and is hereby authorized to be financed as described herein. The estimated cost of (1) the design, construction and installation of the Project; (2) the payment of interest on the Series 1983 Bonds; (3) providing for a reserve account for the payment of each series of Series 1983 Bonds; and (4) the expenses of issuing the Series 1983 Bonds, which will be provided by the issuance of the Series 1983 Bonds. It is hereby found and declared that the construction and financing of the Project and the use thereof by the Airline, as hereinafter provided, constitutes a valid public purpose within the meaning of the

Constitution, and that in order to further secure the Series 1983 Bonds, the pledge and assignment by the City under the Indenture of certain of its rights under the Special Facility Use Agreement to the Trustee is necessary and proper. The project is authorized to be designed, constructed and installed according to the description and in the manner provided in Exhibits A, B and C attached to the Special Facility Use Agreement.

Section 3. Authorization and Payment of Series 1983 Bonds.

For the purposes of financing the cost of the Project there is hereby authorized to be issued by the City its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project) in one or more series in an aggregate principal amount not to exceed \$170,000,000. Each series of Series 1983 Bonds shall be registered, shall be issued in the form and in the denominations set forth in the Indenture related to such series; and shall be dated and numbered as provided in the Indenture related to such series.

Each series of Series 1983 Bonds shall mature on no later than December 1, 2018, and shall initially bear interest at a daily variable interest rate as more fully set forth in Section 202 of the Indenture related to such series and thereafter at such other interest rate as may be established in accordance with the provisions of the Indenture related to such series, provided that in no event shall any series of Series 1983 Bonds bear interest at a rate in excess of the lesser of twenty-five percent (25%) per annum or, so long as any series of Series 1983 Bonds is

secured by a Letter of Credit as defined in the Special Facility Use Agreement, the maximum interest rate specified in such Letter of Credit.

The final maturity date of each series of Series 1983 Bonds, the principal amount of each series, the aggregate principal amount of the Series 1983 Bonds, the number of series of Series 1983 Bonds and the aggregate purchase price to be paid for each series of Series 1983 Bonds shall be determined as provided in Section 6 hereof.

Each series of Series 1983 Bonds shall be subject to mandatory and optional redemption prior to maturity upon the terms and conditions set forth in the Indenture related to such series.

The principal of and premium, if any, on each series of Series 1983 Bonds, shall be payable at the principal corporate trust office of the Trustee. Payment of interest on each series of Series 1983 Bonds shall be made to the registered owner thereof and shall be paid by check or other form of draft of the Trustee mailed to the registered owner at his address as it appears on the registration books of the City kept by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner, or by wire transfer as further provided in the Indenture related to such series.

Each series of Series 1983 Bonds shall be executed by the Mayor by his facsimile signature and attested by the facsimile signature of the City Clerk, and the corporate seal of the City shall be affixed thereto or imprinted thereon.

Section 4. Series 1983 Bonds Are Limited Obligations. Each series of Series 1983 Bonds, together with interest thereon, shall be limited obligations of the City secured solely by a pledge of certain "Revenues" (as that term is defined in the Special Facility Use Agreement) derived by the City under the Special Facility Use Agreement, and by other specified sources pledged under the Indenture related to such series, and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee with respect to such series and such Revenues derived from the Special Facility Use Agreement, which Revenues shall be used for no other purposes than to pay the principal of, premium, if any, and interest on such series of Series 1983 Bonds, except as may be expressly authorized otherwise in the Special Facility Use Agreement and the respective Indentures. Each series of Series 1983 Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, or otherwise.

Section 5. Assignment. As security for the due and punctual payment of the principal of, premium, if any, and interest on each series of Series 1983 Bonds herein authorized, the City will, in the related Indenture, assign and pledge to the Trustee (i) certain Revenues derived by the City under the Special Facility Use Agreement and (ii) certain rights and

remedies of the City under the Special Facility Use Agreement to enforce payment thereof.

Section 6. Approval of the Bond Purchase Agreement and Official Statement; Execution and Delivery of the Bond Purchase Agreement. (a) The form of the Bond Purchase Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller of the City is hereby authorized and directed to execute and deliver a Bond Purchase Agreement in substantially the form of the Bond Purchase Agreement presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in Paragraph (b) of this Section 6, the execution thereof to constitute conclusive evidence of the approval of such changes and completions. The sale to the Underwriters of the Series 1983 Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved by this City Council.

(b) Authority is hereby delegated to the Mayor or the City Comptroller to determine the aggregate principal amount of the Series 1983 Bonds, the principal amount of each series of Series 1983 Bonds, the final maturity date of each series of Series 1983 Bonds and the purchase price of each series of Series 1983 Bonds; provided, however, that (i) the aggregate principal amount of the Series 1983 Bonds shall not exceed \$170,000,000, (ii) the number of series of Series 1983 Bonds shall not exceed four (4); (iii) the final maturity date of each series of Series 1983 Bonds shall not be later than December 1, 2018, and (iv) the aggregate

purchase price for each series of Series 1983 Bonds shall not be less than ninety-eight percent (98%) of the principal amount thereof to be issued.

(c) To evidence the exercise of the authority delegated to the Mayor and the City Comptroller pursuant to Paragraph (b) of this Section 6, the Mayor or the City Comptroller is hereby directed to execute and file with the Trustee a certificate setting forth the determinations made pursuant to the authority granted in such Paragraph, which certificate shall constitute conclusive evidence of the proper exercise of such authority.

(d) The form of Preliminary Official Statement of the City with respect to the Series 1983 Bonds presented to this meeting, the distribution thereof to prospective purchasers and the use thereof by the Underwriter in connection with the offering of the Series 1983 Bonds are hereby authorized and approved. The Mayor or the City Comptroller are hereby authorized to execute and permit the distribution of the final Official Statement, in substantially the form of said Preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller shall deem advisable and the Mayor or the City Comptroller are authorized to execute and deliver such final Official Statement to the Underwriter in the name and on behalf of the City.

(e) Pursuant to the Special Facility Use Agreement, the Mayor shall execute the Series 1983 Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the

City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Series 1983 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The Series 1983 Bonds shall upon such execution on behalf of the City be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Series 1983 Bonds to or upon the order of the Underwriter.

Section 7. Execution of Documents. (a) The Special Facility Use Agreement and the Indentures, in substantially the forms submitted to this meeting, are hereby authorized and approved.

(b) The Mayor or the City Comptroller is hereby authorized to execute the Special Facility Use Agreement and the Indentures for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City. The Special Facility Use Agreement and the Indentures may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, the execution or acceptance thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein; and from and after the execution and delivery of the above-described agreements, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all

such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such agreements as executed.

(c) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 7 to be effective and any such actions, executions and deliveries will constitute the legal and validly binding actions of the City.

Section 8. Appointment of Trustee, Remarketing Agent and Indexing Agent. Salomon Brothers Inc is hereby appointed as Remarketing Agent under each of the Indentures and Kenny Information Systems, Inc. is hereby appointed as Indexing Agent under each of the Indentures. The appointment of Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee under each Indenture is hereby authorized, approved and confirmed.

Section 9. Performance Provisions. The Mayor and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the execution and delivery of each series of Series 1983 Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Comptroller and the City Clerk shall be, and they are hereby, further authorized and directed for and on behalf of the

City, to execute all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, including an appropriate certificate pursuant to Section 103(c) of the Internal Revenue Code of 1954, as amended, for inclusion in the transcript of proceedings with respect to the Series 1983 Bonds, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the City under the Special Facility Use Agreement, the Indentures, the Final Official Statement and the Bond Purchase Agreement and to discharge all of the obligations of the City hereunder and thereunder.

Section 10. Designation of Another to Affix Signature. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Series 1983 Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance, in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written

signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

Section 11. Severability. It is the intention of this City Council that, if any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Section 12. Captions. 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.

Section 13. Provisions in Conflict Repealed; Publication. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be made

available to the public by 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.

Section 14. Effective Immediately. This Ordinance shall be in full force and effect from and after its adoption.

(Continued from page 3915)

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 (Midway Airlines, Inc. Project) Series 1983" upon a negotiated basis to the Purchaser named in the hereinafter described Bond Purchase Agreement; 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 Company, as from time to time amended and supplemented.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of October 1, 1983, between the Issuer and the Purchaser.

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

"Company" means Midway Airlines, Inc., a Delaware corporation and its successors and assigns.

"Corporate Base Rate" means the per annum rate of interest announced from time to time by First City National Bank of Houston as its prime commercial rate.

"Indenture" means the Indenture of Trust, dated as of October 1, 1983, by and between the Issuer and the Trustee.

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

"Letter of Credit" means the Transferable Irrevocable Stand-by Letter of Credit issued by The First National Bank of Chicago in favor of the Trustee, securing the Bonds.

"Note" means the Series 1983 Note provided for in Section 4.2 of the Agreement whereby the Company promises to make installment payments on the Note in satisfaction of the Company's debt to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Project" means the land and buildings located at 5959 South Cicero Avenue and 6000 South Keating Avenue which are to be purchased by the Company in part with moneys received under the Agreement.

"Purchaser" means the institution named as purchaser in the Bond Purchase Agreement.

"Trustee" means First City National Bank of Houston, in Houston, Texas and its successors in trust.

Authorization of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition and improvement of the Project is not less than \$1,500,000, which will be provided in part by the issuance of the Bonds in the principal amount of \$1,000,000 hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company, as hereinafter provided, is necessary to accomplish the public purposes described in the preamble hereto.

Authorization and Payment of Bonds.

SECTION 3. For the purpose of financing the cost of the Project there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (Midway Airlines, Inc. Project) Series 1983, in the principal sum of \$1,000,000. The Bonds shall be issued in the form and denominations set forth in the Indenture; shall be dated, except as otherwise provided in the Indenture, their date of delivery, and shall be numbered as provided in the Indenture. The Bonds shall bear interest on the unpaid principal amount thereof at 66% of the Corporate Base Rate, payable December 31, 1983 and quarterly thereafter on each March 31, June 30, September 30 and December 31. The Bonds shall mature serially in the principal amount of \$125,000 on September 30 of each of the years 1986 through and including 1993, as more fully set forth in the form of Bond contained in the Indenture. Overdue installments of principal or (to the extent permitted by law) interest shall be payable at 66% of the Corporate Base Rate, plus 1% until paid. The Bonds shall be subject to mandatory and optional redemption prior to maturity upon the terms and conditions set forth in the Indenture. Principal and interest shall be payable at the principal office of the Trustee in Houston, Texas, except as otherwise provided in the Indenture.

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

The Bonds shall be signed by the Mayor by his manual signature and attested by the manual signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto.

Bonds Are Limited Obligations.

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

Assignment.

SECTION 5. As security for the due and punctual payment of the principal of and interest on the Bonds hereby authorized, the Issuer will, in the Indenture, assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Sections 4.2(c), 5.3, 5.7 and 6.3 of the Agreement relating to indemnification of the Issuer by the Company and the Company's obligation to pay any attorneys' fees and expenses incurred by the Issuer upon the Company's default) and all rights and remedies of the Issuer under the Agreement to enforce payment thereof.

Sale of the Bonds; Execution of Documents.

SECTION 6. (a) The sale to the Purchaser of the Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved by this City Council.

(b) The Agreement, the Indenture and the Bond Purchase Agreement in substantially the form in which the same have been presented to this City Council and which are now on file in the official records of the Issuer are hereby authorized and approved.

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

Appointment of Trustee.

SECTION 7. The appointment of First City National Bank of Houston as Trustee under the Indenture is hereby authorized, approved and confirmed.

Performance Provisions.

SECTION 8. The Mayor and the City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the making of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required to carry out 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 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 provisions hereof.

Captions.

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

Provisions in Conflict Repealed.

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 repealed, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect from and after its passage.

[Bond Purchase Agreement, Indenture of Trust, Loan Agreement
and Memorandum of Agreement are omitted for printing purposes.]

**Issuance of Industrial Revenue Bond Authorized for Madison Street
Partnership for Project Leased to HydroAire, Inc.**

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 \$1,125,000 to Madison Street Partnership for project to be located in the area of Madison Street between Peoria and Green Streets, which project will be leased to HydroAire, Inc.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said passed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 12:15 P.M.

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, duly adopted by the City Council of the Issuer on February 10, 1982, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage and promote the retention and expansion of industry and economic development 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 July 13, 1983 with Madison Street Partnership, an Illinois limited partnership (the "Company"), whereby the Company agreed to acquire land located in the City of Chicago, Illinois and to construct and equip thereon a manufacturing, repair, storage and office facility to be used in the business of rebuilding and repairing pump units (the "Project"); and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on August 10, 1983; and

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

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will not be less than \$1,125,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and will create and retain employment opportunities and promote the retention and expansion of industry and economic development in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "City of Chicago, Cook County, Illinois Industrial Development Revenue Bond (Madison Street Partnership Project) Series 1983" upon a negotiated basis to Allied Bank Southwest Freeway (the "Bank"); and

WHEREAS, Pursuant to the provisions of the Tax Equity and Fiscal Responsibility Act of 1982, it is necessary that a public hearing on the proposed plan of financing be held by the City of Chicago prior to approval of the revenue bonds hereinafter provided for, which public hearing was held on November 28, 1983 pursuant to notice as required by said Act; 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 December 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment of Lease" means the Assignment of Lease dated as of December 1, 1983, from the Company to the Trustee.

"Assignment of Mortgage" means the Assignment of Mortgage dated as of December 1, 1983, from the Issuer to the Trustee.

"Bank" means Allied Bank Southwest Freeway, Houston, Texas, and its successors and assigns.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1983, by and among the Issuer, the Bank and the Company.

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

"Company" means Madison Street Partnership, an Illinois limited partnership.

"Corporate Guarantors" means HydroAire, Inc., a Delaware corporation, and Hydro Inc., a Delaware corporation.

"Guarantors" means the Corporate Guarantors and the Individual Guarantor, guarantors pursuant to the Guaranty.

"Guaranty" means the Guaranty Agreement dated as of December 1, 1983 from the Guarantors to the Trustee.

"HydroAire" means HydroAire, Inc., a Delaware corporation, one of the Guarantors and the Lessee of the Project pursuant to the Lease.

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

"Individual Guarantor" means George Harris, an individual.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties or functions of the Issuer.

"Lease" means the Lease Agreement dated as of December 1, 1983, by and between the Company and HydroAire.

"Mortgage" means the Mortgage and Security Agreement dated as of December 1, 1983, from the Company to the Issuer.

"Note" means the Series 1983 Note of the Company provided for in Section 4.1 of the Agreement, whereby the Company promises to make payments in amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds when due.

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

"Project" means the acquisition, construction and installation of certain facilities located in the City of Chicago, Illinois, to be acquired, constructed and installed by the Company in part with moneys received under the Agreement, as defined and described in the Agreement.

"Trustee" means Allied Bank of Texas, Houston, Texas.

Authorization of the Project

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of industry and economic development within the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, construction and installation of the Project is not less than \$1,125,000, which will be financed in part by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company, as hereinbefore provided, is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Indenture, the Bond Purchase Agreement, the Mortgage, the Assignment of Mortgage, the Lease, the Assignment of Lease, the Guaranty and the Note by the parties thereto are necessary and proper.

Authorization and Payment of Bonds

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond (Madison Street Partnership Project) Series 1983 in the aggregate principal amount of \$1,125,000. The Bonds shall be issued in the form and denominations set forth in the Indenture; shall be dated the date of issuance thereof; shall be numbered from R-1 upward; shall mature in the amounts and on the dates and shall bear interest at the rate per annum and on the dates set forth in the Indenture (as executed and delivered); shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture (as executed and delivered); and shall be in such form and have the other terms and provisions set forth in the Indenture (as executed and delivered).

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

Bonds are Limited Obligations.

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

Assignment, Guaranty and Other Security.

SECTION 5. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bonds hereby authorized, pursuant to the Indenture the Issuer will assign and pledge to the Trustee, among other things, (i) all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement and the Note (except for the Issuer's rights under Sections 4.2(c), 7.4 and 9.5 of the Agreement relating to (a) the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, (b) release and indemnification of the Issuer by the Company and (c) the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer under certain circumstances described therein), and (ii) all right, title and interest, liens and claims of the Issuer in and to the Mortgage. As further evidence of the assignment by the Issuer of all its right, title and interest in and to the Mortgage, the Issuer will execute and deliver the Assignment of Mortgage to the Trustee.

As further security for the payment of the principal of and interest on the Bonds, (i) the Guarantors will execute and deliver to the Trustee the Guaranty, and (ii) the Company will execute and deliver the Assignment of Lease to the Trustee.

Sale of the Bonds; Approval and Execution of Documents.

SECTION 6. (a) The sale of the Bonds hereby authorized to the Bank at the price specified in the Bond Purchase Agreement and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer and which is now on file in the official records of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

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

(b) The Agreement, the Indenture, the Mortgage and the Assignment of Mortgage, each in substantially the same forms in which the same have been presented to the City Council of the Issuer and which are now on file in the official records of the Issuer, are hereby approved by such City Council and are in all respects authorized, approved and confirmed.

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

Appointment of Trustee.

SECTION 7. The appointment of Allied Bank of Texas, Houston, Texas, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions.

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

Severability.

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

Captions.

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

Provisions in Conflict Superseded.

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

Acknowledgment of Hearing.

SECTION 12. The action of the Commissioner of Economic Development in publishing a notice of public hearing as required by the Tax Equity and Fiscal Responsibility Act of 1982 is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago on November 28, 1983.

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

**Issuance of Industrial Revenue Bond Authorized for
Information Resources, Inc. Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond in the amount of \$1,000,000 for project by Information Resources, Inc., located at No. 150 N. Clinton Street.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said proposed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 12:17 P. M.

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 September 19, 1983, with Information Resources, Inc., a Delaware corporation (the "Borrower"), whereby the Borrower agreed, among other things, to construct certain improvements to an existing 130,000 square-foot office building and to acquire certain machinery, equipment and related property to be installed therein, all to be located at 150 North Clinton Street, Chicago, Illinois (the "Project") and to be used by the Borrower as a corporate headquarters and high technology market research and data processing facility; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on October 31, 1983; and

WHEREAS, It has been determined that the Borrower shall construct said improvements and shall acquire said machinery, equipment and related property with the proceeds of the revenue bond hereinafter referred to; 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, 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 as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be not less than \$7,500,000 and the Borrower has requested the Issuer to issue its revenue bond hereinafter described in a principal amount of \$1,000,000 and, upon receipt by the Issuer of an urban development action grant with respect to the Project from the United States Department of Housing and Urban Development, to issue its revenue bonds in an aggregate principal amount of approximately \$6,500,000 to finance the remaining costs of the Project; and

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

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Industrial Development Revenue Bond (Information Resources, Inc. Project)" upon a negotiated basis to Harris Trust and Savings Bank, Chicago, Illinois;

WHEREAS, Pursuant to the provisions of the Tax Equity and Fiscal Responsibility Act of 1982, a public hearing on the proposed financing of the 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 December 1, 1983, by and between the Issuer and the Borrower, as from time to time supplemented and amended.

"Assignment" means the Assignment and Security Agreement dated as of December 1, 1983 by and between the Issuer and the Bank, as from time to time supplemented and amended.

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

"Bank" means Harris Trust and Savings Bank, Chicago, Illinois, or its successors and assigns.

"Bond" means the Industrial Development Revenue Bond (Information Resources, Inc. Project) of the Issuer, in the principal amount of \$1,000,000, authorized to be issued pursuant to the terms and conditions of the Bond Purchase Agreement and this Ordinance.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1983, by and among the Issuer, the Borrower and the Bank.

"Borrower" means Information Resources, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and any successor thereto permitted by the Agreement.

"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.

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

"Note" means the Promissory Note of the Borrower in the principal amount of \$1,000,000, 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 improvements constructed to an existing building and the machinery, equipment and related property to be acquired and installed therein, 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.

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 \$1,000,000, 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 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 Bond Purchase Agreement, the Assignment and the Assignment of Rents, 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 (Information Resources, Inc. Project) in the principal amount of \$1,000,000. The Bond shall be issued in the form and denomination set forth in the Bond Purchase Agreement; shall be dated and 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 and payable on the dates set forth in the Bond Purchase Agreement shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Bond Purchase Agreement; and shall be in such form and have the other terms and provisions set forth in the Bond Purchase Agreement (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 Bond Purchase Agreement.

The Issuer intends, upon receipt of an urban development action grant with respect to the Project from the United States Department of Housing and Urban Development, to issue its revenue bonds in an aggregate principal amount of approximately \$6,500,000 to finance the remaining costs of the Project.

Bond is Limited Obligation.

SECTION 4. The Bond, together with interest thereon, shall be a special, limited obligation of the Issuer secured by the Assignment, the Mortgage, and the Assignment of Rents 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 Bond proceeds, the income from the temporary investment thereof or payment made pursuant to or derived from the Mortgage or the Assignment of Rents) and shall be a valid claim of the owner thereof only against 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 Bond Purchase Agreement 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 and Assignment of Rents.

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 Bank 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 Assignment.

As further security for the payment of the Note and the principal installments of, premium, if any, and interest on the Bond, Borrower will execute and deliver the Mortgage and the Assignment of Rents, the Mortgage and the Assignment of Rents to be in substantially the same forms presented to the City Council of the Issuer, the forms of which Mortgage and Assignment of Rents are hereby approved by the City Council of the Issuer. The Issuer will cause the Mortgage, the Assignment of Rents and the Assignment 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 \$1,000,000 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 Assignment 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 Assignment 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 Assignment 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 Bond Registrar.

SECTION 7. The appointment of Harris Trust and Savings Bank, Chicago, Illinois, as Bond Registrar under the Bond Purchase Agreement, is hereby authorized, approved and confirmed.

Performance Provisions.

SECTION 8. The Mayor and 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 the 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 and 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 papers,

documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Mortgage, the Assignment of Rents, the Assignment 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 the 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.

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

Issuance of Industrial Revenue Bonds Authorized for Project by Applied Molecular Genetics, Inc. (AmGen) in Area Bounded by Lexington St., Hoyne Av., Bowler St., Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an Industrial Revenue Bond in the amount of \$8,000,000 to Applied Molecular Genetics, Inc. (AmGen), for project located in the area of Lexington Street, Hoyne Avenue, Bowler Street, Polk Street and Leavitt Street.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said passed ordinance was transmitted to the Mayor who affixed his signature to the same at 12:19 P.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois ("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 ("Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois; and

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a Memorandum of Agreement dated as of January 20, 1983, with AmGen, a California corporation ("Company"), whereby the Company agreed to acquire, construct, install and equip certain manufacturing facilities, all to be located in the City of Chicago, Illinois ("Project"); and

WHEREAS, The City Council of the Issuer approved the form of said Memorandum of Agreement by ordinance duly adopted on March 31, 1983; and

WHEREAS, As a result of negotiations between the Issuer and the Company, contracts have been or will be entered into by the Company for the acquisition, construction, installation and equipping of the Project, and it is proposed that the Issuer shall enter into a Loan Agreement dated as of December 1, 1983 ("Agreement") with the Company, pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, construction, installation and equipping, and the Issuer is willing to issue its revenue bonds ("Bonds") in an amount not exceeding \$8,000,000 to finance a portion of the cost of the acquisition, construction, installation and equipping of the Project, all as set forth in the Agreement; and

WHEREAS, The Issuer will enter into an Indenture of Trust dated as of December 1, 1983 ("Indenture") with The Citizens Trust Company, as trustee ("Trustee"), in the form attached hereto, pursuant to which the Issuer will issue the Bonds and provide for security thereof; and

WHEREAS, To induce certain entities to purchase the Bonds, the Company will cause Wells Fargo Business Credit, a Texas corporation ("Guarantor") to issue its Letter of Guaranty dated the date of the issuance of the Bonds ("Letter of Guaranty"); and

WHEREAS, The Issuer finds that the Bonds will not be purchased and the Project will not be acquired, constructed, equipped and installed unless the Issuer provides additional security for the repayment of the Bonds and for reimbursement to the Guarantor in the event of a payment thereunder, and therefore the Issuer, to induce the purchase of the Bonds and the issuance of the Letter of Guaranty, finds that it is necessary that the Issuer provide such security in the form of a pledge and assignment of the Cash Collateral (as defined below) to the Trustee and the Guarantor, and the Issuer finds that it has the power to pledge and assign the Cash Collateral for such purpose and that such pledge and assignment is a use of such funds for community or economic development activities eligible for assistance under Title I of the Housing and Community Development Act of 1974, Public Law No. 93-383, as amended; and

WHEREAS, The Issuer has made an application to the United States Department of Housing and Urban Development ("HUD") for an Urban Development Action Grant ("UDAG Grant") for funds to be used as a loan to AmGen to partially finance the acquisition, construction, installation and equipping of the Project, and HUD has approved UDAG Grant No. B-83-AA-17-0131 which provides \$2,090,000.00 to be lent to AmGen for such purpose; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the Bonds, will not be less than \$8,000,000; and

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

WHEREAS, The Issuer proposes to sell the Bonds upon a negotiated basis; 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 December 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Bonds" means the Bonds authorized to be issued hereunder and designated "City of Chicago, Illinois Industrial Development Revenue Bonds (AmGen Project)".

"Cash Collateral" means all of the Issuer's right, title and interest (but not the Issuer's liabilities or obligations) to receive certain payments to which the Issuer is entitled, more particularly set forth in Schedule A to the Collateral Agreement, from the Chicago Options Exchange Building Corporation ("COEBC"), as guaranteed by the Chicago Board of Options Exchange, Inc. ("CBOE") under that certain Redevelopment Agreement among the Issuer's Department of Economic Development and COEBC and CBOE dated December 18, 1981, and certain earnings thereon, pledged and assigned by the Issuer to the Trustee and the Guarantor in the Collateral Agreement.

"Collateral Agreement" means the Collateral Assignment and Security Agreement dated the date on which the Bonds are initially issued, by and between the Issuer, the Trustee and the Guarantor.

"Guarantor" means Wells Fargo Business Credit, a Texas corporation.

"Indenture" means the Indenture of Trust dated as of December 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, and any successor body to the duties or functions of the Issuer.

"Letter of Guaranty" means the letter of guaranty of the Guarantor issued in favor of the Trustee to secure certain obligations of the Company relating to the Bonds under the Agreement and any substitute letter of guaranty therefor.

"Mortgage" means the Mortgage and Security Agreement dated as of December 1, 1983, by and among the Company, the Trustee and the Guarantor, as from time to time supplemented and amended.

"Note" means the Promissory Note of the Company dated as of December 1, 1983, payable to the Issuer.

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

"Parent Guaranty" means the Guaranty dated the date of the delivery of the Bonds issued by Wells Fargo & Company guarantying the performance of the Guarantor under the Letter of Guaranty.

"Project" means the building to be constructed, the improvements to be constructed on or installed in the building and on the land in the City of Chicago, Illinois on which the Project is to be located, and the machinery, equipment and related property to be acquired, constructed and installed by the Company in part with moneys received under the Agreement as defined and described in the Agreement.

"Remarketing Agreement" means the Remarketing Agreement dated as of December 1, 1983 by and among the Issuer, the Company and the Remarketing Agent to be designated.

"Trustee" means The Citizens Trust Company, Sheboygan, Wisconsin, and its successors in trust.

Authorization of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, construction, installation and equipping of the Project is not less than \$8,000,000, which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as provided herein is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Indenture, the Collateral Agreement and the Remarketing Agreement by the parties thereto are necessary and proper.

Authorization and Payment of Bonds.

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (AmGen Project) in the principal amount of \$8,000,000. The Bonds shall be issued in the form and denomination set forth in the Indenture; shall be dated, except as otherwise provided in the Indenture, December 1, 1983; and shall be numbered as provided in the Indenture.

The Bonds shall mature in the amount of \$450,000 on December 1 of each of the years 1986 to and including 2002, and \$350,000 on December 1, 2003. The Bonds shall bear interest at the rates per annum and on the dates set forth in the Indenture.

The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; shall be subject to mandatory repurchase at the option of the owners thereof upon the terms and condition 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 Bonds shall be signed by the Mayor of the Issuer by his manual or facsimile signature, attested by the manual or facsimile signature of the City Clerk of the Issuer and the official seal of the Issuer shall be affixed thereto, all as provided in the Indenture.

Bonds are Limited Obligations.

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

*Assignment, Collateral Agreement,
Letter of Guaranty, and Remarketing Agreement.*

SECTION 5. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bonds hereby authorized, the Issuer will, in the Indenture, assign the pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement and the Note (except any payment made pursuant to Section 4.2 (c) of the Agreement relating to the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company or Section 6.3 of the Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon the default of the Company thereunder), pursuant to the Indenture.

SECTION 6. As further security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bonds, the Issuer will, in the Collateral Agreement assign and pledge to the Trustee the Cash Collateral. The City Council hereby approves said pledge and assignment.

SECTION 7. As further security for the payment of the principal installments of, premium, if any, and interest on the Bonds, the Company will obtain and deliver to the Trustee the Letter of Guaranty and the Parent Guaranty. To induce the Guarantor to issue the Letter of Guaranty, the Issuer will, in the Collateral Agreement, pledge and assign the Cash Collateral to the Guarantor.

SECTION 8. To provide for the remarketing of all or a part of the Bonds in the event Bonds are tendered for purchase under the Indenture, and to provide for the establishment of a new interest rate on all of the Bonds in the event of remarketing of any of the Bonds, the Issuer will enter into the Remarketing Agreement.

Execution of Documents.

SECTION 9. The Agreement, the Indenture, the Collateral Agreement and the Remarketing Agreement in substantially the same forms in which the same have been presented to the City Council are hereby approved by such City Council and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute and deliver the Agreement, the Indenture, the Collateral Agreement and the Remarketing Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer. The Agreement, the Indenture, the Collateral Agreement and the Remarketing Agreement may contain such non-substantive changes as shall be approved by the Mayor, his execution or acceptance thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein from the form attached hereto.

Appointment of Trustee.

SECTION 10. The appointment of the Citizens Trust Company, Sheboygan, Wisconsin, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions.

SECTION 11. The Mayor, the City Clerk, and the City Comptroller for and on behalf of the Issuer are each hereby 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, and the execution and delivery of the Bonds; and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Clerk and the City Comptroller are each hereby further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Indenture, the Collateral Agreement and the Remarketing Agreement, and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability.

SECTION 12. 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 thereof.

Captions.

SECTION 13. 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 14. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

Effective Immediately.

SECTION 15. . This ordinance shall be in full force and effect from and after its adoption and approval.

[Memorandum of Agreement, Collateral Assignment and Security Agreement, Indenture of Trust, Reimbursement Agreement, Loan Agreement, Guaranty, Mortgage and Security Agreement and Remarketing Agreement are omitted for printing purposes.]

**Issuance of Industrial Revenue Bond Authorized for
Kennicott Bros. Co. for Project Located at
No. 2660 N. Clybourn Av.**

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 \$1,350,000 to Kennicott Brothers Company for project located at No. 2660 N. Clybourn Avenue.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said proposed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 12:20 P.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") 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 under Section 6(a) of Article VII of said Constitution and is authorized and empowered by the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the City on February 10, 1982, as from time to time supplemented and amended (the "Enabling Ordinance"), to finance in whole or in part the cost of the acquisition, purchase, or extension of any industrial development project in order to encourage development of the municipality; and

WHEREAS, The City is further authorized by the Enabling Ordinance to issue industrial revenue bonds payable solely from payments to be derived by the City from the user of such facilities and secured by a mortgage and a pledge of said payments and the Enabling Ordinance provides that such bonds shall be entitled to a mortgage and a pledge of such payments; and

WHEREAS, As a result of negotiations between the City and Kennicott Bros. Company, an Illinois corporation, (the "Company"), contracts have been or will be entered into for the acquisition of land and a building, and renovation and equipping of said building for use as an industrial facility (the "Project") within the boundaries of the City, and which Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance and the City is willing to issue its industrial revenue bond to finance the Project upon terms which will be sufficient to pay the cost of acquisition, renovation and equipping of the Project as evidenced by such industrial revenue bond, all as set forth in the details and provisions of the Loan Agreement hereinafter identified (the "Loan Agreement"); and

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

WHEREAS, The Project will create employment opportunities and enhance the tax base in the City of Chicago, Illinois; and

WHEREAS, The Commissioner of Economic Development of the City of Chicago held a public hearing pursuant to Section 103(k) of the Internal Revenue Code, as amended, on November 28, 1983, and this City Council hereby approves the issuance of the Series 1983 Bond (as hereinafter defined); and

WHEREAS, The City proposes to sell the industrial revenue bond hereinafter authorized and designated "Industrial Revenue Bond (Kennicott Bros. Company Project), Series 1983" (the "Series 1983 Bond") upon a negotiated basis to American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Purchaser"); now, therefore,

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

Definitions.

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

"Additional Bonds" means the additional parity Bonds authorized to be issued by the City pursuant to the terms and conditions of Section 207 of the Indenture.

"Authorized Company Representative" means any person who, at the time, shall have been designated as such pursuant to the provisions of Section 3.6 of the Loan Agreement by a written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed by the Company.

"Bond" or "Bonds" means the Series 1983 Bond issued hereunder and any Additional Bonds issued under the Indenture.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of interest on the Bonds, or if an opinion required by the Loan Agreement or the Indenture is unavailable from such counsel, then, other nationally recognized municipal bond counsel mutually acceptable to the City, the Trustee and the Company.

"Bond Fund" means the Bond Fund created under Section 7 hereof and under Section 401 of the Indenture.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of October 1, 1982 by and between the City and the Purchaser.

"City" means the City of Chicago, Illinois, a home rule municipal corporation organized and existing under the Constitution and laws of the State of Illinois, and any successor body to the duties or functions of said City.

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

"Company" means Kennicott Bros. Company, a corporation organized and existing under the laws of the State of Illinois, and its successors and assigns.

"Construction Fund" means the Construction Fund created under Section 5 hereof and under Section 405 of the Indenture.

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the Trustee or the owner or a former owner of the Series 1983 Bond of the issuance of a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on the Series 1983 Bond is includible in the gross income of the owner of the Series 1983 Bond (other than any such owner who is a "substantial user" or a "related person" within the meaning of Section 103 of the Code), (ii) the receipt by the Company from the Trustee or the owner or a former owner of the Series 1983 Bond of an opinion of Bond Counsel to the same effect, or (iii) the delivery to the Trustee of a written statement signed by the Authorized Company Representative to the effect that it has exceeded the maximum amount of capital expenditures permitted under Section 103(b)(6)(D) of the Code.

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

"Event of default" means those events of default specified in and defined in Section 11 hereof.

"Event of Taxability" means the date of the occurrence of the event which results in a Determination of Taxability or the date of the Determination of Taxability, whichever is earlier.

"Government Securities" means direct obligations of the United States of America and obligations the timely payment of principal of and interest on which is fully guaranteed by the United States of America, which are non-callable and are legal investments under the laws of the State of Illinois for the moneys to be invested therein.

"Guarantor" means Harrison Kennicott III.

"Guaranty" means the Guaranty Agreement dated as of October 1, 1983, by the Guarantor in favor of the Trustee.

"Holder," or "owner" of the Bonds means the registered owner of any Bond.

"Indenture" means the Trust Indenture dated as of October 1, 1983, by and between the City and the Trustee, as from time to time supplemented and amended.

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

"Mortgage" means the Mortgage and Security Agreement dated as of October 1, 1983, from the Company to the Trustee, securing the Promissory Note and creating a mortgage lien on and security interest in the Project and other property.

"Outstanding" when used in reference to Bonds refers to all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds cancelled after purchase in the open market or directly from the owners thereof or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds or Government Securities shall have been theretofore deposited with the Trustee as provided in Article XI of the Indenture (whether upon or prior to the maturity or redemption date of any such Bonds); provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Sections 208, 209, or 302 of the Indenture.

If the Indenture shall have been discharged pursuant to the provisions of Article XI thereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"Premises" means the real estate located within the corporate boundaries of the City which is described in Exhibit A attached to the Loan Agreement, including all buildings, structures and other improvements, which real estate comprises the site of the Project.

"Prime Rate" means the rate from time to time announced by American National Bank and Trust Company of Chicago, Chicago, Illinois, as its rate for prime commercial borrowers.

"Project" means that land, those buildings and those items of improvement and equipment acquired, constructed or installed or to be acquired, constructed or installed which are financed by the proceeds of the sale of the Bonds and which are more fully described in the Loan Agreement.

"Promissory Note" means the Promissory Note of the Company in the principal amount of \$1,350,000, issued pursuant to Section 4.2 of the Loan Agreement, made payable to the City, as from time to time amended, and including any supplemental or additional promissory note of the Company secured by the Mortgage.

"Purchaser" means American National Bank and Trust Company of Chicago, a national banking association, and its successors and any corporation or association resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Regulations" means any regulations promulgated or proposed by the Internal Revenue Service under Section 103 of the Code, as amended.

"Series 1983 Bond" means the City's \$1,350,000 Industrial Revenue Bond (Kennicott Bros. Company Project), Series 1983, issued under and secured by the Indenture.

"Trustee" means American National Bank and Trust Company of Chicago, a national banking association, and its successors and any corporation or association resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor trustee or co-trustee at the time serving as such under the Indenture.

"Trust Revenues" means (i) all payments of principal, premium, if any, and interest made on the Promissory Note, (ii) all moneys held in any fund established under the Indenture, including investment income earned thereon, (iii) all moneys received by the Trustee pursuant to the provisions of the Loan Agreement, and (iv) any other moneys received or held by the Trustee pursuant to the Indenture.

Authorization of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry and economic development, the Project shall be and is hereby authorized to be financed as described herein. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto and in the Enabling Ordinance.

Authorization and Prepayment of Bond.

SECTION 3. For the purpose of financing the cost of the Project there shall be and there is hereby authorized to be issued by the City the Series 1983 Bond, in the principal sum of \$1,350,000 dated the date of issuance thereof. Except to the extent that the provisions hereinafter set forth or in the Indenture with respect to redemption prior to maturity may become applicable, said principal sum shall be payable in sixty (60) consecutive principal installments payable quarterly on January 1, 1984 and on the first day of each January, April, July and October thereafter to and including October 1, 1998, such installments being as follows:

<i>During the Year</i>	<i>Amount of Quarterly Principal Installment</i>
1984	\$ 8,000
1985	10,000
1986	12,000
1987	14,000
1988	16,000
1989	18,000
1990	20,000
1991	22,000
1992	24,000
1993	26,000
1994	28,000
1995	30,000
1996	32,500
1997	35,000
1998	42,000

except that the final quarterly installment due October 1, 1998 shall be in an amount equal to the entire principal of the Series 1983 Bond then unpaid.

Subject to the provisions of the following paragraph, the unpaid principal balance of the Series

1983 Bond shall bear interest from the date of issuance at a variable rate, which rate with respect to each calendar month or portion thereof shall be equal to seventy percent (70%) of the Prime Rate in effect on the first day of such calendar month. Interest on the Series 1983 Bond shall be computed as if a calendar year consisted of three hundred sixty (360) days (being twelve (12) months of thirty (30) days each) and charged on a daily basis, and shall be payable on the first day of each principal payment date thereafter until said principal sum is paid. The Series 1983 Bond shall bear interest at one percent (1%) in excess of the Prime Rate on any overdue principal and premium and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid. The principal of, premium, if any, and interest on the Series 1983 Bond shall be payable in lawful money of the United States of America. Such principal, premium, if any, and interest shall be payable at the principal office of the Trustee, or of any Paying Agent named pursuant to the provisions of the Indenture. Upon written request of any person who appears on the bond registration books of the City as the owner of the Series 1983 Bond, installments of principal and of interest thereon shall be made on any payment date to such owner by check or draft of the Trustee, mailed on the payment date to such owner at his address as it appears on such registration books or at such other address as is furnished the Trustee in writing by such owner, or, if requested by such owner, by wire transfer or book entry transfer transmitted or made (as the case may be) on the payment date, except that the final installment of principal or interest on the Series 1983 Bond or any principal installment of the Series 1983 Bond called for redemption prior to maturity and premium, if any, thereon, shall be payable at the principal corporate trust office of the Trustee upon presentation and surrender of the Series 1983 Bond to the Trustee for cancellation or for endorsement as provided in Section 302 of the Indenture.

While the Purchaser is the registered owner of the Series 1983 Bond, in the event that at any time or times the maximum marginal tax rate at which the Purchaser could be taxed for Federal income tax purposes pursuant to applicable provisions of the Code or any future United States Internal Revenue or similar law applicable to the Purchaser (hereinafter referred to as the "Tax Rate") is less than forty-six percent (46%), the interest rate borne by the Series 1983 Bond during such time or times shall be determined as provided in the preceding paragraph, except that there shall be substituted for "seventy percent (70%)" in such paragraph a percentage arrived at by multiplying the difference between one hundred percent (100%) and then the applicable Tax Rate, by one hundred thirty percent (130%).

The principal installments of the Series 1983 Bond are subject to mandatory redemption prior to maturity by the City, in whole and not in part, in the event that the Company shall be obligated to prepay the Promissory Note upon a Determination of Taxability, on any date within sixty (60) days of such a Determination of Taxability, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed and accrued interest to the date fixed for redemption, plus a premium with respect to each principal installment of the Series 1983 Bond so redeemed for each calendar month or part thereof that the owner of the Series 1983 Bond at the time of such redemption was the owner thereof from the Event of Taxability to the date fixed for redemption. Such premium shall be an amount equal to interest on such principal installment for each such calendar month or part thereof calculated at an annual percentage rate determined by subtracting from the Prime Rate (in effect for the purpose of computing interest on such principal installment for such calendar month or part thereof) plus one percent (1%) per annum, the rate of interest borne by such principal installment during such calendar month or part thereof. No such premium shall be payable in the event the annual percentage rate so determined does not exceed zero.

Any person who was the owner of the Series 1983 Bond at any time from and after an Event of Taxability (other than the owner of the Series 1983 Bond at the time of the redemption by reason of a Determination of Taxability for whom a premium has been provided above), upon presentation to the Trustee in writing of proof satisfactory to the Trustee that he was the owner of the Series 1983 Bond during such period, shall be entitled to a premium with respect to each principal installment of the Series 1983 Bond Outstanding for each calendar month or part thereof during which such person owned the Series 1983 Bond. Such premium shall be an amount equal to interest on such principal installment for each such calendar month or part thereof during the period such person owned the Series 1983 Bond calculated at an annual percentage rate determined by subtracting from the Prime Rate (in effect for the purpose of computing interest on such principal installment for each such calendar month or part thereof) plus one percent (1%) per annum, the rate of interest borne by such principal installment during such calendar month or part thereof. No such premium shall be payable in the event the annual percentage rate so determined does not exceed zero. Any moneys deposited and held by the Trustee for the benefit of such claimants,

if any, for five (5) years after the date upon which so deposited shall be repaid to the Company and thereupon and thereafter such claimants shall look solely to the Company for the payment of such premium.

The principal installments of the Series 1983 Bond are also subject to redemption prior to maturity at the option of the City from any available funds, including funds derived from the prepayment of the principal installments of the Promissory Note pursuant to Section 7.2 of the Loan Agreement or borrowed funds, on any date, in whole, or in part by whole principal installments thereof in the inverse order of maturity of the principal installments thereof, at a redemption price of one hundred percent (100%) of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption.

Pursuant to the Indenture, the registered owner of the Series 1983 Bond shall have the right to require that all of the principal installments of the Series 1983 Bond be redeemed in whole on October 1, 1988, or October 1, 1993, by giving written notice to the Trustee not less than ninety (90) days prior to October 1, 1988, or October 1, 1993, as the case may be. Such notice shall be given in the manner provided in Section 1205 of the Indenture.

In the event any of the principal installments of the Series 1983 Bond are called for redemption as aforesaid, notice thereof identifying the principal installments of the Series 1983 Bond to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of the Series 1983 Bond at the address shown on the registration books. All principal installments of the Series 1983 Bond so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption have been deposited with the Trustee, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

The Indenture permits, with certain exceptions as therein provided, and the City hereby authorizes, the amendment thereof and the modification of the rights and obligations of the City and the rights of the owners of the Bonds at any time by the City with the consent of the owners of seventy-five percent (75%) in aggregate principal amount of each series of Bonds at the time outstanding. Any such consent or waiver by the owner of the Series 1983 Bond shall be conclusive and binding upon such owner and upon all future owners of the Series 1983 Bond and of any Bond issued upon the transfer of the Series 1983 Bond whether or not notation of such consent or waiver is made upon the Series 1983 Bond or such Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain past defaults under the Indenture and their consequences.

The principal of and interest on the Series 1983 Bond shall be payable to the order of the registered owner thereof. The Series 1983 Bond shall be dated the date of delivery when originally issued and at any time thereafter shall be dated as of the interest payment date to which interest has been paid as of the date on which it is authenticated or if it is authenticated prior to the first date on which interest is required to be paid, it shall be dated the date of delivery when originally issued. The Series 1983 Bond is issuable only as a registered bond without coupons and is nontransferable except as a whole. The Series 1983 Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and acknowledged by the manual or facsimile signature of the City Clerk of the City and the corporate seal of the City shall be affixed thereto. The Trustee is hereby appointed as registrar for purposes of bond registration.

The Series 1983 Bond and the interest and premium, if any, payable thereon, shall be limited obligations of the City, payable solely and only from Trust Revenues and shall be a valid claim of the owner thereof only against the Trust Revenues, which Trust Revenues shall be used for no purpose other than to pay the principal of and premium, if any, and interest on the Series 1983 Bond and any Additional Bonds, except as may be otherwise expressly authorized in the Indenture. The Series 1983 Bond and the obligation to pay premium, if any, and interest thereon shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Bond Form

SECTION 4. The Series 1983 Bond shall be in substantially the following form:

THIS BOND IS TRANSFERABLE ONLY AS A WHOLE AS PROVIDED HEREIN

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

INDUSTRIAL REVENUE BOND
(KENNICOTT BROS. COMPANY PROJECT)
SERIES 1983

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM THE RECEIPTS AND
REVENUES DERIVED FROM THE PROJECT AND PROMISSORY
NOTE REFERRED TO HEREIN

No. R-1

\$1,350,000

Know All Men By These Presents, that the City of Chicago, Cook County, Illinois, a municipal corporation organized and existing under the Constitution and laws of the State of Illinois (the "City"), for value received, promises to pay from the source and as hereinafter provided, to _____ or registered assigns, the principal sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), together with interest thereon, as hereinafter provided. Except to the extent that the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, said principal sum shall be payable in sixty (60) consecutive principal installments payable quarterly on January 1, 1984 and on the first day of each January, April, July and October thereafter to and including October 1, 1998, such installments being as follows:

<i>During the Year</i>	<i>Amount of Quarterly Principal Installment</i>
1984	\$ 8,000
1985	10,000
1986	12,000
1987	14,000
1988	16,000
1989	18,000
1990	20,000
1991	22,000
1992	24,000
1993	26,000
1994	28,000
1995	30,000
1996	32,500
1997	35,000
1998	42,000

except that the final quarterly installment due October 1, 1998 shall be in an amount equal to the entire principal hereof then unpaid.

Subject to the provisions of the following paragraph, the unpaid principal balance hereof shall bear interest from the date hereof at a variable rate, which rate with respect to each calendar month or portion thereof shall be equal to seventy percent (70%) of the Prime Rate (as defined in the Indenture of Trust hereinafter referred to) in effect on the first day of such calendar month. Interest hereon shall be computed as if a calendar year consisted of three hundred sixty (360) days (being

twelve (12) months of thirty (30) days each) and charged on a daily basis, and shall be payable on the first day of each principal payment date thereafter until said principal sum is paid. This Series 1983 Bond shall bear interest at one percent (1%) in excess of the Prime Rate on any overdue principal and premium and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid. The principal of, premium, if any, and interest on this Series 1983 Bond shall be payable in lawful money of the United States of America. Such principal, premium, if any, and interest shall be payable at the principal office of American National Bank and Trust Company of Chicago, as trustee, or its successors in trust (the "Trustee"), or of any Paying Agent hereafter appointed. Upon written request of any person who appears on the bond registration books of the City as the owner of this Series 1983 Bond, installments of principal and interest hereon shall be made on any payment date to such owner by check or draft of the Trustee mailed on the payment date to such owner at his address as it appears on such registration books or at such other address as is furnished the Trustee in writing by such owner, or, if requested by such owner, by wire transfer or book entry transfer transmitted or made (as the case may be) on the payment date, except that the final installment of principal of or interest on this Series 1983 Bond or any principal installment of this Series 1983 Bond called for redemption prior to maturity and premium, if any, thereon, shall be payable at the principal corporate trust office of the Trustee upon presentation and surrender of this Series 1983 Bond to the Trustee for cancellation or for endorsement as provided in Section 302 of the Indenture of Trust to which reference is hereinafter made.

While American National Bank and Trust Company of Chicago, Chicago, Illinois, is the registered owner of this Series 1983 Bond, in the event that at any time or times the maximum marginal tax rate at which said bank could be taxed for Federal income tax purposes pursuant to applicable provisions of the Internal Revenue Code of 1954, as amended, or any future United States Internal Revenue or similar law applicable to said bank (hereinafter referred to as the "Tax Rate") is less than forty-six percent (46%), the interest rate borne by this Series 1983 Bond during such time or times shall be determined as provided in the preceding paragraph, except that there shall be substituted for "seventy percent (70%)" in such paragraph a percentage arrived at by multiplying the difference between one hundred (100%) and the then applicable Tax Rate, by one hundred thirty percent (130%).

This Series 1983 Bond is issued in the principal amount of \$1,350,000 to provide funds to be loaned to Kennicott Bros. Company, an Illinois corporation (the "Company"), for the purpose of financing a portion of the cost of acquiring, improving and equipping a distribution, production, warehouse and office facility to be located in the City of Chicago, Illinois (the "Project") and paying expenses incident thereto and to the issuance of this Series 1983 Bond, said loan to be made under the provisions of a Loan Agreement dated as of October 1, 1983 by and between the City and the Company (which Loan Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Loan Agreement").

This Series 1983 Bond is issued under, secured by and entitled to the protection of an Indenture of Trust dated as of October 1, 1983 (which Indenture, as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"), duly executed and delivered by the City to the Trustee. The Indenture provides that the City may issue Additional Bonds (the "Additional Bonds") from time to time under certain terms and conditions contained in the Indenture, and if issued, such Additional Bonds will rank pari passu with this Series 1983 Bond and be equally and ratably secured by and entitled to the protection of the Indenture (this Series 1983 Bond and the Additional Bonds being herein referred to as the "Bonds"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the acquisition, improvement and equipping of Project for such purposes are contained in the Loan Agreement.

The Series 1983 Bond is secured by a pledge and assignment by the City of its rights, title and interest in and to, and the revenue and receipts derived under, the Loan Agreement and the Promissory Note of the Company issued pursuant to the Loan Agreement (the "Promissory Note") and by a Guaranty Agreement dated as of October 1, 1983 (the "Guaranty") from Harrison Kennicott III (the "Guarantor") to the Trustee pursuant to which the Guarantor has guaranteed the payment of the principal of, premium, if any, and interest on the Promissory Note.

This Series 1983 Bond is transferable only as a whole by the registered owner hereof in person

or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 1983 Bond. Upon such transfer a new registered Bond of the same series and the same maturity, in the denomination of the outstanding principal amount hereof, dated as provided in the Indenture, will be issued to the transferee in exchange therefor. The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal installments hereof, premium, if any, hereon and interest due hereon and for all other purposes and neither the City nor the Trustee nor any paying agent shall be affected by any notice to the contrary.

This Series 1983 Bond is issuable as a fully registered Bond in the denomination of \$1,350,000.

This Series 1983 Bond is issued under and pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and particularly under the authority of Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), and pursuant to a resolution duly adopted by the City Council of the City on _____, authorizing, among other things, the execution and delivery of the Indenture. This Series 1983 Bond shall not be deemed to constitute or evidence a debt of the City or a loan or credit extended to it within the meaning of any constitutional or statutory provision. This Series 1983 Bond and the interest and premium, if any, payable hereon are limited obligations of the City, payable solely and only from the receipts and revenues derived from and pursuant to the Loan Agreement, the Promissory Note and the Guaranty. No holder of this Series 1983 Bond shall have the right to compel the exercise of the taxing power of the Issuer to pay the principal of or the interest or premium, if any, due on this Series 1983 Bond. Pursuant to the Loan Agreement, the Company is required to make payments in amounts sufficient to pay the principal installments of, premium, if any, and interest on this Series 1983 Bond, when due. All payments under the Promissory Note are to be paid to the Trustee for the account of the City maintained by the Trustee and designated "City of Chicago, Illinois, Bond Fund (Kennicott Bros. Company Project)", and have been and are hereby duly assigned and pledged for the purpose of paying the principal installments of, premium, if any, and interest on this Series 1983 Bond.

The principal installments of this Series 1983 Bond are subject to mandatory redemption prior to maturity by the City, in whole and not in part, in the event that the Company shall be obligated to prepay the Promissory Note upon a Determination of Taxability (as defined in the Indenture), on any date within sixty (60) days of such a Determination of Taxability, at a redemption price of one hundred percent (100%) of the principal amount hereof being redeemed and accrued interest to the date fixed for redemption, plus a premium with respect to each principal installment of this Series 1983 Bond so redeemed for each calendar month or part thereof that the owner of this Series 1983 Bond at the time of such redemption was the owner hereof from the Event of Taxability (as defined in the Indenture) to the date fixed for redemption. Such premium shall be an amount equal to interest on such principal installment for each such calendar month or part thereof calculated at an annual percentage rate determined by subtracting from the Prime Rate (in effect for the purpose of computing interest on such principal installment for such calendar month or part thereof) plus one percent (1%) per annum, the rate of interest borne by such principal installment during such calendar month or part thereof. No such premium shall be payable in the event the annual percentage rate so determined does not exceed zero.

Any person who was the owner of this Series 1983 Bond at any time from and after an Event of Taxability (other than the owner of this Series 1983 Bond at the time of the redemption by reason of a Determination of Taxability for whom a premium has been provided above), upon presentation to the Trustee in writing of proof satisfactory to the Trustee that he was the owner of this Series 1983 Bond during such period, shall be entitled to a premium with respect to each principal installment of this Series 1983 Bond Outstanding for each calendar month or part thereof during which such person owned this Series 1983 Bond. Such premium shall be an amount equal to interest on such principal installment for each such calendar month or part thereof during the period such person owned this Series 1983 Bond calculated at an annual percentage rate determined by subtracting from the Prime Rate (in effect for the purpose of computing interest on such principal installment for each such calendar month or part thereof) plus one percent (1%) per annum, the rate of interest borne by such principal installment during such calendar month or part thereof.

No such premium shall be payable in the event the annual percentage rate so determined does not exceed zero. Any moneys deposited and held by the Trustee for the benefit of such claimants, if any, for five (5) years after the date upon which so deposited shall be repaid to the Company and thereupon and thereafter such claimants shall look solely to the Company for the payment of such premium.

The principal installments of this Series 1983 Bond are also subject to redemption prior to maturity at the option of the City from any available funds, including funds derived from the prepayment of the principal installments of the Promissory Note pursuant to Section 7.2 of the Loan Agreement or borrowed funds, on any date, in whole, or in part by whole principal installments hereof in the inverse order of maturity of the principal installments hereof, at a redemption price of one hundred percent (100%) of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption.

Pursuant to the Indenture, the registered owner of this Series 1983 Bond shall have the right to require that all of the principal installments of this Series 1983 Bond be redeemed in whole on October 1, 1988 or October 1, 1993, by giving written notice to the Trustee not less than ninety (90) days prior to October 1, 1988 or October 1, 1993, as the case may be. Such notice shall be given in the manner provided in the Indenture.

In the event any of the principal installments of this Series 1983 Bond are called for redemption as aforesaid, notice thereof identifying the principal installments of this Series 1983 Bond to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of this Series 1983 Bond at the address shown on the registration books. All principal installments of this Series 1983 Bond so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption have been deposited with the Trustee, and shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The owner of this Series 1983 Bond shall have no right to institute any suit, action or proceeding at law or in equity or by statute for the enforcement of the Indenture or for the execution of any trust thereof, or for the appointment of a receiver or any other remedy thereunder, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that the Bonds shall be deemed to be paid if Government Securities, as defined therein, maturing as to principal and interest in such amounts and at such times as will provide sufficient funds to pay the principal of, premium, if any, and interest on the Bonds and all fees and expenses of the Trustee, and all other liabilities of the Company under the Loan Agreement, shall have been deposited with the Trustee, after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such Government Securities.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the owners of the Bonds at any time by the City with the consent of the owners of seventy-five percent (75%) in aggregate principal amount of each series of Bonds at the time Outstanding (as defined in the Indenture). Any such consent or waiver by the owner of this Series 1983 Bond shall be conclusive and binding upon such owner and upon all future owners of this Series 1983 Bond and of any Bond issued upon the transfer of this Series 1983 Bond whether or not notation of such consent or waiver is made upon this Series 1983 Bond or such Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain past defaults under the Indenture and their consequences.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on this Series 1983 Bond or for any claim based hereon or upon any obligation, covenant or agreement contained in the Indenture, against any past, present or future incorporator, officer, member, trustee, supervisor, director or employee of the City, or any incorporator, officer, member, trustee, supervisor, director or employee of any successor corporation or entity, as such, either directly or through

the City or any successor corporation or entity, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, member, trustee, supervisor, director or employee as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of this Series 1983 Bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 1983 Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Series 1983 Bond, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation.

This Series 1983 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

This Series 1983 Bond is issued with the intent that the laws of the State of Illinois will govern its construction.

In Witness Whereof, the City of Chicago, Cook County, Illinois, has caused this Series 1983 Bond to be executed in its name by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its seal to be impressed hereon, all as of the _____ day of _____, 19__.

[Signature forms omitted for printing purposes.]

*Custody and Application of Proceeds of Series 1983 Bond:
Construction Fund.*

SECTION 5. There is hereby created and established with the Trustee, which is hereby constituted and appointed as depository for the City, a trust fund in the name of the City to be designated "City of Chicago, Illinois, Construction Fund -Kennicott Bros. Company Project" (the "Construction Fund").

The proceeds received by the City upon the sale of the Bonds, after the deposit of accrued interest, if any, in the Bond Fund has been made, shall be deposited in the Construction Fund. Moneys in the Construction Fund shall be expended in the manner set forth in Section 405 of the Indenture and in accordance with the provisions of the Loan Agreement, particularly Section 3.3 thereof.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of a certificate of the Authorized Company Representative required by Section 3.4 of the Loan Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Loan Agreement.

Payment of Amounts Under the Loan Agreement.

SECTION 6. It is the declared intention of the City to authorize the disbursement of the proceeds of the Series 1983 Bond in order to finance the acquisition, improving and equipping of the Project pursuant to the Loan Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the City and which is now on file in the official records of the City. The Mayor is hereby authorized to execute and acknowledge the Loan Agreement for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City.

The Trust Revenues are to be sufficient to pay the principal of and premium, if any, and interest on the Series 1983 Bond hereby authorized. The Trust Revenues, the Loan Agreement (except for the rights of the City to moneys payable under Sections 4.2(f), 5.3 and 6.3 thereof) and the Promissory Note are hereby pledged to the Trustee and all Trust Revenues ordered paid to the Trustee. The Loan Agreement provides that the Company shall remit the required payments under the Promissory Note directly to the Trustee and such provision is hereby expressly approved. The Loan Agreement further provides that while the Purchaser is the registered owner of the Series 1983 Bond, the Company may make payment of the principal of and premium, if any, and interest on the Promissory Note directly to the Commercial Banking Department of the Purchaser and such provision is hereby expressly approved.

Revenues: Bond Fund.

SECTION 7. The Bonds and all payments required of the City hereunder are not general obligations of the City but are limited obligations secured by an assignment to the Trustee of the rights and interest of the City in and to the Loan Agreement and the Promissory Note, pursuant to the Indenture, by a mortgage on and a security interest in the Project and other security, pursuant to the Mortgage, and by a guaranty of the full and prompt payment of the principal installments of and premium, if any, and interest on the Promissory Note, pursuant to the Guaranty, and are payable by the City solely and only out of the Trust Revenues and as otherwise provided herein and in the Loan Agreement.

There is hereby created by the City and ordered established with the Trustee, as depository, a trust fund to be designated "City of Chicago, Illinois, Bond Fund -Kennicott Bros. Company Project" (the "Bond Fund"), which shall be used to pay the principal of and premium, if any, and interest on the Bonds.

There shall be deposited into the Bond Fund the accrued interest, if any, received at the time of the issuance and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) any amount in the Construction Fund or the escrow account referred to in Section 3.4 of the Loan Agreement, in either case to the extent provided in such Section; (b) all payments specified in Section 4.2 (except payments under paragraphs (c) and (f) thereof) of the Loan Agreement; (c) all prepayments specified in Article VII of the Loan Agreement, including without limitation prepayments made on the Promissory Note; and (d) all other moneys received by the Trustee under and pursuant to any of the provisions of the Loan Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

Upon the occurrence of an event of default under Section 6.1(d) of the Loan Agreement, the occurrence of an event of default under Section 701(e) of the Indenture or a declaration of acceleration following the occurrence of any other event of default hereunder, or redemption of all of the Bonds pursuant to Section 301 of the Indenture, any moneys remaining in the Construction Fund shall be deposited in a special account in the Bond Fund and shall be used to pay principal on the Bonds.

The City covenants and agrees that should there be an event of default or event that with the passing of time or otherwise may become an event of default under the Loan Agreement, the City shall fully cooperate with the Trustee and with the owners of the Bonds to the end of fully protecting the rights and security of such owners. Nothing herein shall be construed as requiring the City to use any funds or revenues from any source other than Trust Revenues.

Indenture.

SECTION 8. As security for the due and punctual payment of the principal of and premium, if any, and interest on the Series 1983 Bond hereby authorized and on any Additional Bonds hereafter authorized and to secure the performance and observation by the City of all covenants and conditions expressed or implied in the Indenture or the Bonds, the City hereby and pursuant to the Indenture grants, bargains, sells, conveys, assigns and pledges to the Trustee, and grants to the Trustee, a security interest in (except for its rights to moneys payable under Sections 4.2(f), 5.3, and 6.3 of the Loan Agreement), (i) all right and interest of the City in and to the Loan Agreement and the Promissory Note, including all extensions and renewals of the term thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any of the income, revenues, issues and profits and other sums of money payable or receivable thereunder, whether payable in respect of the indebtedness thereunder or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the City is or may become entitled to do under the Loan Agreement and the Promissory Note; provided, that the assignment made by this clause shall not impair or diminish any obligation of the City under the Loan Agreement, and (ii) all moneys and securities from time to time held by the Trustee under the terms of the Indenture and any and all other real or personal property of every type and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security under the Indenture, by the City or by anyone in its behalf, or with its written consent, to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture. The

Mayor is hereby authorized to execute the Indenture for and on behalf of the City and to endorse the Promissory Note to the order of the Trustee and the City Clerk is hereby authorized to attest the same and to affix to the Indenture and to the endorsement of the Promissory Note the corporate seal of the City, and the Mayor and City Clerk are authorized and directed to cause the Indenture to be executed by the Trustee with the Indenture to be in substantially the form which has been presented to and is hereby approved by the governing body of the City and which is now on file in the official records of the City.

Investments; Arbitrage.

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof or as part of the Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Loan Agreement. Any such investment shall be held by or under control of the Trustee and shall be deemed at all times a part of the fund from which such investment was made and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any losses resulting from such investments shall be charged to such fund.

The City hereby covenants with the Purchaser and the owners of the Series 1983 Bond that so long as any principal of or premium, if any, or interest on, the Series 1983 Bond remains unpaid, the governing body of the City will not take or authorize the taking of any action which will cause the Series 1983 Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any regulations promulgated thereunder, including Section 1.103-13, Section 1.103-14 and Section 1.103-15 of the Regulations (26 CFR Part 1) as the same presently exist or may from time to time hereafter be amended, supplemented or revised. For purposes of certifying as to matters of arbitrage, the Mayor is hereby designated an officer responsible for issuing the Series 1983 Bond.

General Covenants.

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Series 1983 Bond, the principal of and premium, if any, and interest on the Series 1983 Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Series 1983 Bond according to the true intent and meaning thereof. The Series 1983 Bond and the premium, if any, and interest thereon are limited obligations of the City, secured by the Loan Agreement, the Promissory Note, the Indenture, the Mortgage and the Guaranty and are payable solely out of the Trust Revenues and otherwise as provided herein and in the Loan Agreement. The Series 1983 Bond and the premium, if any, and interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the City, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois.

The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, in the Series 1983 Bond, in the Indenture, in the Loan Agreement, in the Bond Purchase Agreement and in all proceedings of its governing body pertaining thereto. The City covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, to issue the Series 1983 Bond authorized hereby, to execute and deliver the Loan Agreement, the Indenture and the Bond Purchase Agreement, and to pledge and assign the Trust Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 1983 Bond has been, or will, before delivery of the Series 1983 Bond, have been duly and effectively taken and that the Series 1983 Bond, when issued and delivered, will be a valid and enforceable limited obligation of the City according to the true intent and meaning thereof.

The City covenants that it will execute, acknowledge and deliver such instruments and other documents as the Purchaser and any other owner of the Series 1983 Bond or the Trustee may reasonably require for the better assuring, granting, pledging and assigning to the Trustee the interest of the City in and to the Loan Agreement and the Promissory Note as well as the rights of the City in and to the Trust Revenues hereby assigned and pledged and by the Indenture assigned and pledged to the payment of the principal of and premium, if any, and interest on the Series

1983 Bond. The City covenants and agrees that, except as herein and in the Loan Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of its interest in and to the Loan Agreement, the Promissory Note or the Trust Revenues.

The City covenants and agrees that all books and documents in its possession relating to the Project and the Trust Revenues shall at all reasonable times be open to inspection by the Trustee or such accountants or other agents as the Trustee may from time to time designate.

Events of Default and Remedies.

SECTION 11. Each of the following shall constitute an "event of default":

- (a) default in the due and punctual payment of any interest on any Bond;
- (b) default in the due and punctual payment of the principal of or premium on any Bond whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by declaration;
- (c) any event of default under the Loan Agreement shall occur and be continuing;
- (d) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the City in the Indenture or in the Bonds; or
- (e) the filing of any petition for reorganization of the City or rearrangement or readjustment of the obligations of the City under the provisions of any bankruptcy or other similar law.

Upon the occurrence of an event of default and so long as such event of default is continuing, the Trustee may, and upon the written request of the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and upon being indemnified as provided in Section 801(m) of the Indenture, shall, by notice in writing delivered to the City and the Company, declare the entire principal amount of all Bonds then Outstanding, the premium, if any, with respect to the Bonds and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable, subject, however, to the right of the owners of a majority in aggregate principal amount of all Bonds then Outstanding, by written notice to the Trustee, the City and the Company, to annul such declaration and destroy its effect as provided in the Indenture.

Upon the occurrence of an event of default hereunder and so long as such event of default is continuing, the Trustee (and the owners of the Bonds if Section 709 of the Indenture shall become applicable) may exercise and enforce such rights as exist under the Loan Agreement, the Promissory Note, the Mortgage and the Guaranty or pursue any available remedy by suit at law or in equity or by statute to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the City hereunder or under the Indenture.

If an event of default shall have occurred hereunder and so long as such event of default is continuing, and if requested so to do by the owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and if indemnified as provided in Section 801(m) of the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by Article VII of the Indenture, as the Trustee shall deem most expedient in the interests of the owners of the Bonds.

No remedy by the terms of this Ordinance or by the terms of the Indenture conferred upon or reserved to the Trustee (or to the owners of the Bonds under Article VII of the Indenture) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the owners of the Bonds hereunder or under the Indenture or now or hereafter existing at law or in equity or by statute.

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

The Trustee may, in its discretion, waive any event of default hereunder and under the Indenture and its consequences and rescind any declaration of acceleration of principal of and premium, if any, and interest on the Bonds, and shall do so upon the conditions and at the request of those percentages of the owners of the Bonds set forth in Section 711 of the Indenture. No waiver of any event of default hereunder or under the Indenture, whether by the Trustee or by the owners of the Bonds, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

All remedies for which provision is made herein or in the Indenture shall be available only to the extent such remedies are not prohibited by the Enabling Ordinance, the laws of the State of Illinois, decisions of courts of the State of Illinois or any other applicable law, statute, ordinance, regulation or court decision.

Upon the occurrence of an event of default hereunder, to the extent that such rights may then lawfully be waived, neither the City, nor anyone claiming through or under the City, shall set up, claim, or seek to take advantage of any appraisal, valuation, stay, extension, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of the Indenture, and the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Section or under the provisions of the Indenture shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys in the Bond Fund during the continuance of an event of default hereunder shall be applied as set forth in Section 707 of the Indenture.

Anything herein to the contrary notwithstanding, no default under subparagraph (d) of this Section 11 shall constitute an event of default hereunder until actual notice of such default by registered or certified mail shall be given to the City and the Company by the Trustee or by the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding, and the City and the Company shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default hereunder if corrective action is instituted within the applicable period and diligently pursued until the default is corrected. With regard to any default concerning which notice is given to the City and the Company, the City hereby grants the Company full authority for and on account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Sale of the Bond; Execution of Documents.

SECTION 12. (a) The sale of the Series 1983 Bond hereby authorized to the Purchaser at a price of \$1,350,000 plus accrued interest, if any, is hereby approved, and the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the City and which is now on file in the official records of the City, is hereby in all respects authorized, approved and confirmed. The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City.

(b) The Loan Agreement and the Indenture, each in substantially the form in which it has been presented to the governing body of the City and which is now on file in the official records of the City, are each hereby approved by such governing body and is in all respects authorized, approved and confirmed. The Mayor is hereby authorized and directed to execute the Loan Agreement and the Indenture and to endorse to the order of the Trustee the Promissory Note, for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City.

Performance Provisions.

SECTION 13. The Mayor and City Clerk, for and on behalf of the City be, and each of them

hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the execution and delivery of the Series 1983 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 and City Clerk be, and they are hereby, further authorized and directed for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority, including, without limitation, the signing of Internal Revenue Service Form 8038 and the filing thereof as therein required, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the City under the Loan Agreement, the Indenture and the bond Purchase Agreement and to discharge all of the obligations of the City thereunder.

Notices.

SECTION 14. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, or sent by telegram, addressed as follows: if to the City, at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk; if to the Trustee, at 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Corporate Trust Department; and if to the Company, at 2660 North Clybourn Street, Chicago, Illinois 60614, Attention: President. A duplicate copy of each notice required to be given hereunder by the Trustee to either the City or the Company shall also be given to the other. The City, the Company and the Trustee may designate any further or different addresses to which subsequent notices, requests, complaints, demands, communications and other papers shall be sent.

*Ordinance A Contract: Provisions for Modifications,
Alterations and Amendments.*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the City and the owner or owners of the Series 1983 Bond hereby authorized; and after the issuance of the Series 1983 Bond no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the owner or owners of the Bonds Outstanding until such time as all principal of and premium, if any, and interest on the Bonds shall have been paid in full and the Indenture satisfied and discharged.

Satisfaction and Discharge.

SECTION 16. If the City shall pay and discharge the entire indebtedness on all Bonds Outstanding in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including premium, if any) and interest on all Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money in the necessary amount to pay or redeem (when redeemable) all Bonds Outstanding;

(c) by delivering to the Trustee, for cancellation by it, all Bonds Outstanding; or

(d) by depositing with the Trustee, in trust, cash or Government Securities in such amount as the Trustee shall determine will, together with the income or increment to accrue thereon without consideration or any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds at or before their respective maturity dates;

and if the City shall also pay or cause to be paid all other sums payable hereunder by the City, or make adequate provision therefor, then and in that case the Indenture and the estate and rights granted hereunder and thereundershall cease, determine, and become null and void, and thereupon the Trustee shall, upon written requests from the City and Company, and upon receipt by the Trustee of such certificates as the Trustee shall require from the City and Company and opinions of Independent Counsel (as defined in the Indenture), each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of the Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging the Indenture and the lien thereof. The satisfaction and discharge of the Indenture shall be without

prejudice to the rights of the Trustee to charge and be reimbursed by the City for any expenditures which it may thereafter incur in connection herewith.

Any moneys, funds, securities, or other property remaining on deposit in any fund or investment under the Indenture (other than the cash and Government Securities deposited in trust as above provided) shall, upon the full satisfaction of the Indenture, forthwith be transferred, paid over and distributed to the City and the Company as their respective interests may appear.

Upon the deposit with the Trustee, in trust, at or before maturity, of cash or Government Securities in the necessary amount to pay or redeem all Outstanding Bonds (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article III of the Indenture or provisions satisfactory to the Trustee shall have been made for the giving of such notice, the Indenture may be discharged in which event the liability of the City in respect of such Bonds appertaining thereto shall continue but the owners thereof shall thereafter be entitled only to payment out of the cash or Government Securities deposited with the Trustee as aforesaid.

None of the Bonds Outstanding hereunder may be advance refunded by the deposit of cash or Government Securities with the Trustee as aforesaid nor may this Indenture be discharged if by reason thereof the interest on such refunded Bonds becomes subject to federal income taxation to the recipient thereof. In determining the foregoing, the Trustee may rely upon an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that the interest on the Bonds being refunded will not be subject to federal income taxation, notwithstanding the satisfaction and discharge of the Indenture.

Severability.

SECITON 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions.

SECTION 18. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed.

SECTION 19. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this ordinance shall be in full force and effect from and after its passage.

[Bond Purchase Agreement, Loan Agreement, Memorandum
of Agreement, Mortgage and Security Agreement
and Trust Indenture are omitted for printing
purposes.]

**Issuance of Industrial Revenue Bond Series 1983
Authorized for the Helix Limited Project,
Located at No. 310 S. Racine Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Industrial Revenue Bond for a project by Helix, Ltd., at No. 310 S. Racine Avenue in the amount of \$3,600,000.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said passed ordinance was promptly transmitted to the Mayor who affixed his signature to the same at 12:21 P.M.

The following is said ordinance as passed:

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

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

WHEREAS, The Issuer, in order to implement the public purposes enumerated in the Enabling Ordinance and in furtherance thereof, passed that certain ordinance on October 31, 1983 to induce Chicago Title and Trust Company in its capacity as trustee under Trust No. 1083877 dated July 26, 1983 for a certain land trust (the "Obligor"), for the benefit of Helix Limited, a Delaware corporation for profit (the "Beneficiary"), to acquire certain land and repair, improve and equip a building (hereinafter collectively referred to as the "Project"), located within the municipal boundaries of the Issuer, which Project is to be owned by the Obligor and operated by the Beneficiary as a corporate headquarters and a manufacturing and commercial facility and will be of the character and will accomplish the public purposes enumerated in the Enabling Ordinance, and the Issuer is willing to issue its economic development limited obligation revenue bonds to finance the Project upon the terms which will be sufficient to pay all or a portion of the cost of acquisition, repair, improvement and equipping of the Project, and related expenses, all as set forth in the provisions of the Agreement, hereinafter defined; and

WHEREAS, The beneficiary has agreed to guarantee the payment and performance of all obligations of the Obligor in connection with the Project; and

WHEREAS, It is estimated that the cost of acquisition, repair, improvement and equipping of the Project and related expenses, including the costs relating to the preparation and issuance of the City of Chicago, Illinois Economic Development Limited Obligation Revenue Bonds (Helix Limited Project), Series 1983 (the "Series 1983 Bonds"), will not be less than \$3,600,000; and

WHEREAS, The Project will create and preserve employment opportunities and promote the retention of existing commercial business within the municipal boundaries of the Issuer; and

WHEREAS, The Issuer proposes to sell the Series 1983 Bonds upon a private negotiated basis to Chemical Bank; and

WHEREAS, Payment of the principal of, premium, if any, and interest on the Series 1983 Bonds will be secured by a pledge and assignment of the Loan Repayments, as defined in the Agreement, and a Letter of Credit and upon acquisition of title to the Project further secured by a Mortgage and an Assignment (all as hereinafter defined); and

WHEREAS, The Issuer has been informed by its counsel that the Series 1983 Bonds shall be limited obligations of the Issuer and shall never be payable from the tax revenues, general funds, properties or other assets of the Issuer but shall be payable solely and only from the Security, as hereinafter defined, and that no holder of the Series 1983 Bonds shall have the right to compel any exercise of the taxing powers of the Issuer to pay the Series 1983 Bonds, the interest or premium, if any, thereon and that the Series 1983 Bonds shall not constitute a debt of the Issuer

or loan or pledge of the credit of the Issuer within the meaning of any constitutional, statutory or charter provision; now, therefore,

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

SECTION 1. Declaration of Public Purpose. It is hereby determined that the issuance, sale and delivery of the Series 1983 Bonds and the loaning of the proceeds thereof to the Obligor to finance the acquisition, repair, improvement and equipping of the Project is an essential public purpose of the Issuer and will relieve conditions of unemployment and encourage the increase of commerce and industry within the Issuer, and thereby reduce the evils attendant with unemployment and provide for the increased welfare and prosperity of the residents of the Issuer and that the Project is a "project" as defined in the Enabling Ordinance.

SECTION 2. Issuance of the Series 1983 Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided and authorized herein and in that certain Trust Indenture by and between the Issuer and Continental Illinois National Bank and Trust Company of Chicago (the "Trustee"), dated as of December 1, 1983 (the "Indenture"), the terms of which are hereby incorporated by reference, and pursuant to the authority and provisions of the Enabling Ordinance, the Series 1983 Bonds for the purpose of making a loan of the proceeds thereof to the Obligor in order to assist the Obligor in financing the cost of the acquisition, repair, improvement and equipping of the Project. The Series 1983 Bonds shall be issued in the amount of \$3,600,000 and shall be designated, mature, bear interest, be subject to redemption and prepayment as provided under the terms of the Indenture and the Bond Form Appendix attached thereto and a part thereof.

SECTION 3. Execution of Documentation. The Mayor and City Clerk of the Issuer are hereby authorized and directed to execute the Series 1983 Bonds, the Indenture, that certain Loan Agreement by and between the Issuer and the Obligor, dated as of December 1, 1983 (the "Agreement"), the terms of which are hereby incorporated by reference, and that certain Bond Purchase Agreement by and between the Issuer and the purchaser thereunder, dated as of December 1, 1983.

SECTION 4. Acknowledgment of Collateral Documents. It is hereby acknowledged and approved, as to form, that certain Guarantee Agreement, dated as of December 1, 1983, from the Beneficiary, as guarantor, to the Issuer and the Trustee. Also hereby acknowledged and approved, as to form, are that certain Mortgage, Security Agreement and Assignment of Leases (the "Mortgage"), from the Obligor to the Issuer and Continental Illinois National Bank and Trust Company of Chicago, as credit bank (the "Credit Bank") and an Assignment and Security Agreement (the "Assignment"), from the Beneficiary to the Issuer and the Credit Bank, and that certain Letter of Credit (the "Letter of Credit") to be issued by the Credit Bank to the Trustee for the account of the Beneficiary upon the issuance, sale and delivery of the Series 1983 Bonds.

SECTION 5. Limited Obligation. The Series 1983 Bonds shall be a limited obligation of the Issuer payable solely and only from the Security as defined, pledged and assigned in the Indenture. The Series 1983 Bonds shall not constitute a debt or a general obligation of the Issuer within the meaning of any statutory, constitutional or charter provision or limitation and shall never be payable from the tax revenues, general funds, properties or other assets of the Issuer, but shall be payable solely and only from the Security.

SECTION 6. Lien on Loan Repayments. The Issuer hereby confirms its pledge and assignment of all of its right, title and interest in and to the Security as provided in the Indenture, which pledge shall be valid and binding upon the issuance, sale and delivery of the Series 1983 Bonds. The Issuer hereby creates and confirms the creation under the Indenture of a lien on the Loan Repayments in favor of the Trustee, all pursuant to the provisions of the Enabling Ordinance. Any of the Security so pledged and thereafter received by or on behalf of the Issuer immediately shall be subject to the lien of such pledge without a physical delivery, filing or further act and neither the Indenture nor this Ordinance need be filed or recorded. The lien of such pledge shall be valid and binding as against parties having claims of any kind in tort, contract, or otherwise against the Issuer, irrespective of whether the parties have notice thereof.

SECTION 7. Execution and Delivery of Other Documentation - Changes. In order to provide for the issuance, sale and delivery of the Series 1983 Bonds and the consummation of the transactions contemplated thereby and hereby the Mayor and the City Clerk are hereby authorized

and directed to execute and deliver, in the name and on behalf of the Issuer, the Series 1983 Bonds, the Bond Purchase Agreement, the Agreement and the Indenture in substantially the forms thereof submitted to the City Council, which instruments are hereby approved, with such changes therein not inconsistent with this Ordinance and not substantially adverse to the Issuer as may be permitted by the Enabling Ordinance and approved by the officials executing the same on behalf of the Issuer. The approval of such changes by such officials and the determination that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such revised instruments. The Mayor, the City Clerk, the Corporation Counsel and any Assistant Corporation Counsel, as may be appropriate, are further authorized and directed to execute and deliver the Mortgage and the Assignment to be held in escrow pending acquisition of title to the Project site, as defined in the Agreement and such supplemental indentures certificates, financing statements, assignments and instruments as are, in the opinion of bond counsel, necessary or appropriate to perfect the pledge and assignment set forth in the Indenture and confirmed hereunder and to consummate the transactions contemplated by this Ordinance, the Series 1983 Bonds, the Bond Purchase Agreement, the Agreement and the Indenture.

SECTION 8. Severability. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 9. Captions. The captions or headings of this Ordinance are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 10. Provisions in Conflict Repealed - Publication. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be published by the City Clerk as required by law, and copies hereof shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 11. Acknowledgement of Public Hearing. The action of the Commissioner of Economic Development of the City of Chicago, Illinois in publishing a notice of public hearing as required by Section 103(k) ("Section 103(k)") of the Internal Revenue Code of 1954, as amended, is hereby in all respects ratified and confirmed. This City Council hereby acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago, Illinois November 28, 1983 and does hereby declare that this Ordinance constitutes the public approval required by Section 103(k).

SECTION 12. Effective Date. This ordinance shall be in full force and effect immediately upon and after its passage.

[Bond Purchase Agreement, Guarantee Agreement, Loan Agreement,
Memorandum of Agreement and Trust Agreement are
omitted for printing purposes.]

**Authority Granted for Execution of Redevelopment Agreement for
River City Developers Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement necessary for an Urban Development Action Grant Loan for the River City Developers Project in the amount of \$3,000,000 in area located along the South Branch of the Chicago River bounded by Polk Street, Wells Street and Harrison Street.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed August 10, 1983, authorized the submission of an application of the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Near South Side Community; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-81-AA-17-0153 (4) which provides for a loan of grant funds to River City Developers, an Illinois Limited Partnership, in the amount of \$3,000,000.00 for the construction of improvements to the commercial portion of a residential/commercial complex located along the South Branch of the Chicago River between Polk and Harrison Streets which will create expanded employment in the Near South Side Community; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$3,000,000.00 of Urban Development Action Grant funds to River City Developers for the purpose of constructing improvements to the commercial portion of a residential/commercial development to be located along the South Branch of the Chicago River and bounded by Polk, Wells and Harrison Streets in the Near South Side Community of the City of Chicago; and which Redevelopment Agreement obligates River City Developers to make the aforesaid improvements as part of its residential/commercial complex development by expending approximately \$10,975,745.00 in private funds; and further obligates River City Developers to use its best efforts to create 800 new permanent job opportunities as represented in the original application for funds.

SECTION 2. The Commissioner of the Department of Planning is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the form attached hereto as Exhibit A.

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

[Exhibit "A" printed on pages 3968 thru 3980 of this Journal.]

**Issuance of Economic Development Library Revenue Bond Authorized
for The Newberry Library Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an Economic Development Library Revenue Bond in the amount of \$5,000,000 for The Newberry Library located at No. 60 W. Walton Street.

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

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

Nays--None.

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

Alderman Burke then requested the record reflect that the said passed ordinance was promptly transmitted to the Mayor who affixed his signature to same at 12:22 P.M.

(Continued on page 3981)

EXHIBIT A
REDEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the _____ day of December, 1983, between the City of Chicago, ("CITY"), by and through the Department of Planning ("City"), having its offices at 121 N. LaSalle Street, Chicago, Illinois 60602; and River City Commercial Associates and River City Apartment Associates, Illinois Limited Partnerships, acting through their general partner, River City Developers ("Borrower"), having its principal offices c/o Daniel N. Epstein, Suite 2020, 228 N. LaSalle Street, Chicago, Illinois 60601.

W I T N E S S E T H :

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

WHEREAS, it is the intention of Borrower to improve commercial space and to install a co-axial cable distribution system and attached peripherals in a new mixed use facility (the "Project") to be constructed by Borrower at S.W. corner, Polk and Wells, Chicago, Illinois, and leased to commercial and residential tenants, which will create additional employment opportunities; and

WHEREAS, the Department of Planning of the City of Chicago has made an application to the United States Department of Housing and Urban Development ("HUD") for an Urban Development Action Grant for funds to be used as a loan to finance the improvement of commercial space and the installation of a co-axial cable system at the River City development; and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-81-AA-17-0153(4) (the "UDAG Grant") which provides that \$3,000,000 may be loaned by the City to Borrower for the above purposes; and

WHEREAS, Borrower desires to borrow said amount from the City and the City is willing, subject to the terms and conditions herein, to lend said amount to Borrower.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. Definitions.

The following terms shall be defined, for purposes of this Redevelopment Agreement as follows:

1.1. "Property" shall mean the land located at S.W. corner of Polk and Wells, Chicago, Illinois.

1.2. "Lender" shall mean mortgagee pursuant to HUD insured loan 071-32105.

1.3. "UDAG Grant Agreement" shall mean the Agreement Numbered B-81-AA-17-0153(4) and dated November 17, 1983 between the Secretary of Housing and Urban Development and the City.

SECTION II. Consideration.

In consideration of the City and Borrower entering into and executing this Redevelopment Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City and Borrower agree as hereinafter set forth.

SECTION III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured as set forth in Exhibit B, subject to all applicable HUD requirements. The Loan shall be subordinate to the mortgage securing Lender.

- 2 -

SECTION IV. Borrower's Covenants.

4.1. Borrower shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.2. Borrower shall use its best efforts to cause its tenants to add to their present work force within 48 months after the date of preliminary approval of the UDAG Grant Agreement, 800 permanent jobs, of which 256 will be for low and moderate income persons, 128 will be for CETA-eligible persons, and 80 will be for minority persons.

4.3. Borrower has provided the evidence of private financing set forth in HUD Commitment 071-32105 and GNMA program 27 commitment relating thereto.

4.4. Borrower shall abide by all terms and conditions of Articles III, IX and X and Exhibits E and F of the UDAG Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

SECTION V. Inspection and Review.

5.1. Books and Records. Borrower shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the UDAG Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary of the United States Department of Housing and Urban Development (the "Secretary") or the Comptroller General of the United States.

5.2. Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Redevelopment Project.

5.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until the completion of all close-out procedures respecting the UDAG Grant and until the final settlement and conclusion of all issues arising out of the UDAG Grant.

SECTION VI. No Assignment or Succession.

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

SECTION VII. Housing and Urban Development Approval.

During the term of this Redevelopment Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material" for purposes of this Section shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower or Lender by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

SECTION VIII. Disclaimer of Relationship.

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

- 3 -

SECTION IX. Time of the Essence.

Time is of the essence of this Redevelopment Agreement.

SECTION X. Certificate of Completion.

Promptly after completion by Borrower of each portion of the Redevelopment Project described above, the City will furnish Borrower with appropriate instruments certifying such completion. Such certifications by the City shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Redevelopment Agreement with respect to the obligations of Borrower and its successors and assigns to undertake the Redevelopment Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications with five (5) days of a request for such certification by Borrower, the City shall, within thirty (30) days thereafter, provide Borrower with a written statement indicating in adequate detail how Borrower has failed to complete the construction or rehabilitation of the improvements in conformity with this Redevelopment Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Borrower to make or perform in order to obtain such certification.

SECTION XI. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting Borrower's and tenants' business.

SECTION XII. Delay in Performance.

12.1. Neither the City nor Borrower nor any successor in interest shall be considered in breach or default of its obligations with respect to the completion of construction of improvements or with respect to its other obligations hereunder, in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of any such delay.

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

SECTION XIII. Conflict of Interest.

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 Redevelopment Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

SECTION XIV. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of City shall be individually or personally liable to Borrower, its successors or assigns in the event of any default or breach by the City under this Redevelopment Agreement. The liability of Borrower and all partners of Borrower shall be limited to the interest of Borrower in the Property and the Project.

- 4 -

SECTION XV. Equal Employment Opportunity.

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

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

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

15.3. Borrower will include the provisions of subsections 15.1 and 15.2 of this Section XV 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.

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

SECTION XVI. Additional Provisions.

16.1. Any signs erected regarding the Project shall be consistent with criteria set by the United States Department of Housing and Urban Development.

16.2. All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City: City of Chicago, Illinois
City Hall - Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner Elizabeth Hollander

If to Borrower: River City Commercial Associates
River City Apartment Associates
228 North LaSalle Street - Room 2020
Chicago, Illinois 60601
Attention: Daniel N. Epstein

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

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

- 5 -

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

IN WITNESS WHEREOF, the City of Chicago and Borrower have caused this Redevelopment Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____
Commissioner of the
Department of Planning

Reviewed as to form and legality:

Assistant Corporation Counsel

RIVER CITY COMMERCIAL ASSOCIATES
RIVER CITY APARTMENT ASSOCIATES

By: River City Developers,
General Partner

By: _____
Its General Partner

Exhibit "A" to
River City Redevelopment Agreement

I

Developer shall receive title to the approximate 5.3 acre tract ("the Site") per terms of the March 15, 1983 Purchase Agreement between the Baltimore and Ohio Chicago Terminal Railroad Company ("Seller") and Developer ("Buyer").

II

Developer shall be responsible for construction of a mixed use real estate project consisting of several interconnected buildings ranging in height from three to fifteen stories with 446 residential rental units (383,317 approximate square feet net rentable), three floors of commercial space (210,010 approximate square feet net rentable as defined by HUD), approximately 300 parking spaces, a marina, swimming pool, park, atrium and health club, all situated on an approximate 5.3 acre tract of land. The approximate development cost, in the amount of \$61,273,445 is delineated as follows:

Land	\$ 3,774,000
Construction (including, commercial and co-axial cable)	38,278,120
Off-Site	150,000
Architectural and Engineering	1,774,197
Carrying charges, Int.	
Interest, settlement, legal leasing	8,083,442
Loan Fees, Letter of Credit Marketing	2,836,497
Change Orders, Escrow Fees, Mortgage	
Insurance	1,377,189
Operating Deficit	<u>5,000,000</u>
Total	\$61,273,445

III

Developer shall provide equity funds in the amount of \$10,975,745 to be used for financing construction and funding operating deficits of the proposed River City development described under Paragraph II above.

IV

Developer shall close a FHA insured construction mortgage loan from Lender in the amount of \$47,297,700 to finance construction of the proposed River City development described under Paragraph II above.

V

Developer shall borrow \$3,000,000 of Grant funds from City and City shall lend such funds to Developer to finance construction of improvements to commercial space and toward construction of the development's co-axial cable distribution system and attached peripherals described under Paragraph II above and under terms and provisions as set forth in this Agreement. Notwithstanding anything herein to the contrary, at least \$2,088,612 of such borrowed funds shall exclusively be used for the construction of improvements to the commercial space.

All the aforesaid activities are for and in connection with the River City Project located at Southwest Corner of Polk and Wells Streets and further bounded by Roosevelt Road and the Chicago River, Chicago, Illinois.

Exhibit "B" to the
River City Redevelopment Agreement

The Loan shall consist of a construction loan phase and a permanent loan phase, as follows:

A. Construction Loan Phase

(i) The principal amount of the loan shall be \$3,000,000.

(ii) Interest only at the rate of 3% per annum shall be accrued on all disbursement of the Grant funds drawn down from time to time and said interest and accrued interest over the initial 24 month construction period shall be due and payable at the end of said 24 month construction period. Interest only at the rate of 3% per annum shall be charged and paid monthly on the sums advanced during the next succeeding 12 month period.

(iii) The construction period will commence upon the initial disbursement of the Grant funds loan and shall continue for a period of 36 months from said initial disbursement but in no event later than September 30, 1987.

B. Disbursements

Disbursement/Ratio: After Developer has certified to City and HUD that Developer has sufficient funds on hand or irrevocably available to it to complete its obligations per the Grant Agreement and has identified the sources of said funds, then the Action Grant can be drawn down under the following criteria:

(i) Draw requests for said loan proceeds shall be made only on a monthly draw basis on A.I.A. forms or their equivalents, certified to and approved by the Development Architect and/or Engineer, the Lender's representative and/or such other certifying official as may be approved by the Developer, the Lender or the City.

(ii) Monthly draw requests for loan proceeds shall be made only for improvements to commercial space and only for construction of the development's co-axial cable distribution network and attached peripherals, and will be on the basis of 90% of the above described

work completed and in place with a 10% holdback. One-half of the 10% holdback may be released when 50% of the project is completed and in place and certified and approved as to same by said approving official, Developer and City. Thereafter monthly draw request shall be based on 95% of work completed and in place with the 5% holdback released upon a final inspection by said approving official, Developer and City that indicates the Development and/or Project is substantially complete and that contractor and/or Developer has supplied said approving official with a full release of liens from all primary contractors, subcontractors, materialmen and suppliers.

(iii) No disbursement of the loan of Grant funds shall be made unless and until Developer shall have furnished to City an ALTA policy for mortgagee title insurance, in the full amount of the loan, insuring that City will be the holder of a second lien on the commercial space, free of encumbrances and other exceptions to title other than those approved, in advance by City, and not subordinated to any interest except the aforesaid Lender in an amount not to exceed \$47,297,700 and any mortgage increase approved by HUD.

(iv) No disbursement of the loan of Grant funds shall be made unless and until Developer shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as an insured mortgagee.

(v) No disbursement of the loan funds shall be made until all of the evidentiary materials required by the Grant Agreement have been submitted to and approved by the Secretary of HUD and the Secretary has authorized the City to draw down such funds from its Letter of Credit.

(vi) Loan disbursements shall be made only in an amount which when taken together with the previous disbursements would not exceed the ratio of \$1.00 of Grant Funds for every \$11.50 of private funds expended by Developer for the Project for hard construction costs

attributable to the entire River City project.

C. Permanent Loan Phase

(i) The permanent loan shall be the sum total of \$3,000,000 the original principal, plus any interest accrued during the construction period.

(ii) Term of the loan shall be the earlier of 40 years or a term that coincides with the maturity date of the permanent first mortgagee.

(iii) Interest rate shall be 3% per annum for the first 4 (four) years and 9.75% per annum for the balance of said permanent loan term.

Sale/Refinancing: The entire balance of the outstanding principal of the UDAG loan and all accrued unpaid interest thereon, shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Developer, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the River City development, improvements and/or capital equipment situated thereon.

Participation in Sale or Refinancing: Developer's receipt of net syndication proceeds is estimated at no less than \$11,500,000 which is presently sufficient to cover the equity requirements of \$10,975,745 referred to under Exhibit C, Paragraph III and Exhibit E, Paragraph VII of the Grant Agreement.

(i) City shall be entitled to 50% of "excess syndication proceeds" defined as net proceeds available to Developer over said \$11,500,000 to the extent that the additional syndication proceeds are generated by reason of this Action Grant. Such excess proceeds tendered City will be applied first to interest, then to principal repayment of the Grant loan and shall be payable as received by Developer.

(ii) The operating deficit reserves in the amount of \$5,000,000 per Exhibit D, line 1. of the Grant Agreement, are an estimated cumulative amount needed for projected operating deficits and reserves until the River City development attains a breakeven status. To the extent that said breakdown point is accomplished and any portion of the first \$5,000,000 of operating deficit reserves remains, the residual funds shall be divided equally between Developer and City until the first \$5,000,000 of such operating deficit reserves are exhausted. Such proceeds tendered to City will be applied first to interest, then to principal repayment of the Grant loan.

D. Events of Default

Upon the occurrence of any of the following, the City may at its sole option, subject to HUD's prior written approval if the HUD insured mortgage has not been released, and without notice to Borrower, declare the outstanding principal balance together with accrued interest thereon immediately due and payable, except as otherwise provided herein:

1. failure of Borrower to pay when due and owing any amount due under the Note;
2. bankruptcy, dissolution or liquidation of Borrower;
3. sale in whole or in part, or refinancing or other disposition of a material portion of the Property by Borrower without the prior written consent of City;
4. a default under any other agreements between Borrower and third parties relating to development and operation of the Property which are not timely cured in accordance with the terms thereof, respectively; or
5. a default by Borrower under this Agreement which is not cured within 60 days after written notice thereof by City to Borrower.

E. Security

The loan shall be secured by a Deed of Trust or mortgage in favor of City upon all leasehold rights, buildings, plant, fixtures, equipment, and other assets relating to the commercial space portion of the River City Project.

(i) The security position of the City may only be subordinated to the security interest of the Lender provided that the aggregate principal amount of Lender's loan does not exceed the aggregate of \$47,297,700 plus any mortgage increase approved by HUD. The mortgage shall also contain standard provisions to protect the interest of a second mortgagee, including, for example, a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage and the unpaid principal balance and interest shall be due and payable. The mortgage shall contain an exculpation clause in favor of Developer. The mortgage shall be subject to the approval of HUD and shall contain such provisions as are required by HUD.

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

Additional Security: Conditional Assignment of all leases and rents necessary for the operational success of the commercial space portion of the River City project, subject and subordinate to the prior rights of Lender and HUD.

Guarantee: The completion of the project shall be unconditionally and irrevocably guaranteed by Developer.

Prepayment of Loan: The loan may be prepaid at any time without penalty.

F. Project Performance Schedule

(a) The evidentiary materials described in Exhibit E of the Grant Agreement must be submitted to the City by Developer not later than March 1, 1984 (in order that City may submit same to HUD by April 1, 1984), and are subject to the approval of HUD.

(b) The Developer's Activities shall be commenced and completed in accordance with the following schedule:

<u>Activity</u>	<u>Commencement Date</u>	<u>Completion Date</u>
Construction	April 15, 1984	September 30, 1987

(Continued from page 3967)

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 unit of government under Section 6(a) of Article VII of said Constitution, authorized and empowered to exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public welfare; and

WHEREAS, The promotion and encouragement of increased opportunities for education and learning in the City of Chicago, Illinois will serve to protect the public welfare of the Issuer and is a power and a function pertaining to the Issuer's government and affairs; and

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

WHEREAS, The Issuer has issued its \$5,000,000 Economic Development Library Revenue Bond, Series 1980 (The Newberry Library Project) (the "Series 1980 Bond") for The Newberry Library, a free public library incorporated pursuant to Ill. Rev. Stat. 1979, ch. 81, pars. 32 through 35, inclusive (the "Company"), for improvements to an existing facility of the Company in the City of Chicago, Illinois (which is and will be a free, independent research library specializing in history and the humanities), the construction of a building addition to the Company's existing facility, and the acquisition and installation of various items of machinery, equipment and apparatus in such facility and addition, such improvements, building addition, machinery, equipment apparatus and related property to constitute a "project" within the meaning of the Enabling Ordinance (the "Project"); and

WHEREAS, The Company wishes to have the Issuer issue its economic development library revenue bond in exchange for the Series 1980 Bond in order to modify, among other things, the existing repayment schedule of the Series 1980 Bond; and

WHEREAS, The Issuer proposes to issue its Economic Development Library Revenue Bond, Series 1983 (The Newberry Library Project) in an amount not to exceed \$5,000,000 (the "1983 Bond") and to enter into a First Amendment to Loan Agreement (hereinafter the "Supplemental Agreement") with the Company pursuant to which the Issuer shall accomplish exchange of the 1983 Bond for the Series 1980 Bond in order to modify, among other things, the existing repayment schedule of the Series 1980 Bond, all as set forth in the details and provisions of the Supplemental Agreement; and

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Economic Development Library Revenue Bond, Series 1983 (The Newberry Library Project)" upon a negotiated basis to The First National Bank of Chicago, Chicago, Illinois; now, therefore,

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

Definitions.

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

"Agreement" means the Loan Agreement dated as of November 1, 1980, as amended December 1, 1983 by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment" means the Assignment and Agreement dated as of December 1, 1983, by and between the Issuer and the Bank, as from time to time supplemented and amended.

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

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

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

"Bond Exchange Agreement" means the Bond Exchange Agreement dated as of December 1, 1983, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Bond Fund" means the City of Chicago, Cook County, Illinois, Bond Fund (The Newberry Library Project) created in Section 7 hereof.

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

"Company" means The Newberry Library, a free public library duly organized and validly existing under the laws of the State of Illinois.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Construction Fund (The Newberry Library Project) created by Section 5 of the Bond Resolution dated as of December 4, 1980 for the Series 1980 Bond.

"Corporate Base Rate" means the corporate base rate of interest announced by The First National Bank of Chicago, Chicago, Illinois, from time to time.

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

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

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

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

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

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

"Project" means the improvements, the building addition, machinery, equipment, apparatus and related property, which are to be financed in part with the moneys received by the Company from the Issuer under the Agreement.

"Series 1980 Bond" means the \$5,000,000 Economic Development Library Revenue Bond, Series 1980 (The Newberry Library Project).

Authorization and Payment of Bond.

SECTION 2. That for the purpose of modifying, among other things, the repayment schedule on the Series 1980 Bond there shall be and there is hereby authorized to be issued by the Issuer its Economic Development Library Revenue Bond, Series 1983 (The Newberry Library Project), in the principal amount of \$5,000,000, dated the date of its delivery, lettered R and numbered 1, payable to the order of The First National Bank of Chicago, or its assigns, maturing in 20 consecutive quarterly principal installments consisting of (i) 19 consecutive equal quarterly principal installments of \$250,000, payable on February 1, 1988, and on the first day of each February, May, August and November thereafter to and including August 1, 1992, and (ii) a final quarterly principal installment of \$250,000, payable on November 1, 1992, and bearing interest from the date of the Bond on the unpaid principal balance thereof at the rate of sixty-five percent (65%) of the Corporate Base Rate through November 1, 1987; seventy percent (70%) of the Corporate Base Rate through November 1, 1990; and seventy-five percent (75%) of the Corporate Base Rate through November 1, 1992,

changing as and when the Corporate Base Rate changes, payable on February 1, 1984, and on the first day of each February, May, August and November thereafter until paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable thereto. Interest shall be computed on the basis of a calendar year of 365 days and changed on a daily basis.

The principal installments of and interest on the Bond shall be payable to The First National Bank of Chicago or its assigns in lawful money of the United States of America at the principal office of the Bank in the City of Chicago, Illinois. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of each principal installment (whether at maturity or upon redemption or acceleration) and interest then being paid and of principal installments (whether at maturity or upon redemption or acceleration) and interest theretofore paid and not yet noted thereon, and, upon request of the Company or the Issuer, the Bond shall be made available by the holder for inspection by the Company or the Issuer at the principal office of the Bank in the City of Chicago, Illinois. At least annually, the Bank shall notify the Issuer and the Company of the payment of the principal installments of the Bond (whether at maturity or upon redemption or acceleration) and shall include in such notification a statement of the unpaid balance of the Bond.

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by the Agreement and the Note, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owner thereof only against the Bond Fund and other moneys held by the Bank 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 and interest on the Bond, except as may be expressly authorized otherwise in this Ordinance and in the Agreement. The Bond and the obligation to pay interest thereon does not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and is payable solely from the revenues and receipts from the Agreement and the Note (except as stated aforesaid).

The principal installments of the Bond shall be subject to redemption prior to maturity if the Company exercises its option to prepay the Note or a portion thereof pursuant to Section 7.1 of the Agreement, on any interest payment date, in whole, or in part by installment in the inverse order of maturity of the principal installments of the Bond, at a redemption price of par plus accrued interest to the date fixed for redemption and without premium.

Upon the receipt by the Issuer and the Bank of at least 30 days' prior written notice from the Company specifying a date for the prior redemption of principal installments of the Bond and the principal installments thereof to be so redeemed, the Bank shall, to the extent that amounts are or become available therefor in the Bond Fund, redeem the principal installments of the Bond in accordance with the preceding paragraph. All principal installments of the Bond designated for prior redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the Bank on such date.

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

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

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturity as the Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, such mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Issuer shall duplicate on the Payment Record of the new Bond replacing the mutilated, lost, stolen or destroyed Bond all payments of principal (whether at maturity or upon

redemption or acceleration) and interest which the Issuer's records indicate as having appeared on the mutilated, lost, stolen, or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof. The Issuer may charge the holder or owner of the Bond with reasonable fees and expenses in this connection.

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

Bond Form

SECTION 3. That the Bond, and the Payment Record - Schedule "A", shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

Economic Development Library Revenue Bond, Series 1983
(The Newberry Library Project)

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM REVENUES
AND RECEIPTS DERIVED FROM THE LOAN AGREEMENT
AND THE NOTE HEREIN DEFINED

R-1

\$5,000,000

Know All Men By These Presents that the City of Chicago, Cook County, Illinois, a municipality of the State of Illinois and a home rule unit of government created and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to the order of

The First National Bank of Chicago

or its assigns (the "Bank"), the principal sum of:

Five Million Dollars (\$5,000,000)

in 20 consecutive quarterly principal installments consisting of (i) 19 consecutive equal quarterly principal installments of \$250,000, payable on February 1, 1988, and on the first day of each February, May, August and November thereafter to and including August 1, 1992, and (ii) a final quarterly principal installment of \$250,000, payable on November 1, 1992, together with interest from the date hereof on the unpaid balance hereof at the rate of sixty-five percent (65%) of the Corporate Base Rate (as defined in the Ordinance hereinafter referred to and the Loan Agreement hereinafter referred to) through November 1, 1987; seventy percent (70%) of the Corporate Base Rate through November 1, 1990; and seventy-five percent (75%) of the Corporate Base Rate through November 1, 1992, changing as and when said Corporate Base Rate changes, payable on February 1, 1984, and on the first day of each February, May, August and November thereafter until paid except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto. Interest shall be computed on the basis of a calendar year of 365 days and charged on a daily basis. If payment of any principal installment of or interest on this Bond is made on the next business day following a Sunday, a holiday or a day on which the Bank is authorized by law to remain closed pursuant to the terms of the ordinance hereinafter referred to, interest hereon shall accrue until paid. The principal installments hereof and interest hereon are payable in immediately available funds at the principal office of the Bank in the City of Chicago, Illinois.

Payments of principal installments of (whether at maturity or upon redemption or acceleration) and interest on this Bond shall be noted by the Bank on the Payment Record - Schedule "A" made a part of this Bond as provided in the Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or its assigns or any other holder hereof shall make this Bond available for inspection at the main office of the Bank in the City of Chicago, Illinois, at the request of the Issuer or the Company (as hereinafter defined).

This Bond is issued in the principal amount of \$5,000,000 and designated "Economic Development Library Revenue Bond, Series 1983 (The Newberry Library Project)" (the "Bond") pursuant to the hereinafter described Enabling Ordinance and to an Ordinance duly adopted by the governing body of the Issuer on December ____, 1983 (the "Ordinance") for the purpose of modifying, among other things, the existing repayment schedule on the \$5,000,000 Economic Development Library Revenue Bond, Series 1980 (The Newberry Library Project) (the "Series 1980 Bond") by exchanging the Bond for the Series 1980 Bond.

This Bond is secured by a pledge and assignment of the revenues and receipts derived by the Issuer from the repayment of the loan by the Newberry Library, a free public library incorporated pursuant to Ill. Rev. Stat. 1979, ch. 81, pars. 32 through 35, inclusive, and existing under the laws of the State of Illinois (the "Company") and other revenues and receipts derived pursuant to a Loan Agreement dated as of November 1, 1980, as supplemented and amended by the First Amendment to the Loan Agreement dated as of December 1, 1983 (hereinafter the "Agreement"), and the Promissory Note issued by the Company pursuant to the Agreement (the "Note"). Reference is made to the Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owner of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

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

The principal installments of this Bond shall be subject to redemption prior to maturity if the Company exercises its option to prepay the Note or a portion thereof pursuant to Section 7.1 of the Agreement on any interest payment date, in whole, or in part by installment in the inverse order of maturity of the principal installments of this Bond, at a redemption price of par plus accrued interest to the date fixed for redemption and without premium.

Upon the receipt by the Issuer and the Bank of at least 30 days' prior written notice from the Company specifying a date for the prior redemption of principal installments of this Bond and the principal installments of this Bond to be so redeemed, the Bank shall, to the extent that amounts are or become available therefor in the Bond Fund, redeem the principal installments of this Bond in accordance with the preceding paragraph. All principal installments of this Bond designated for prior redemption shall cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the Bank on such date.

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

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

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

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

[Signature forms omitted for printing purposes.]

SCHEDULE A

Payment Record

<i>Date</i>	<i>Principal Payment</i>	<i>Principal Balance Due</i>	<i>Interest Payment</i>	<i>Authorized Official and Title</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Custody and Application of Proceeds of Bond; Construction Fund.

SECTION 4. Pursuant to the prior Bond Ordinance dated as of December 4, 1980 (the "1980 Ordinance") a Construction Fund was established and all money in such Construction Fund has heretofore been disbursed pursuant to the provisions of the Agreement and particularly Section 3.3 thereof.

Revenues; Bond Fund.

SECTION 5. The Bond (including all payments required of the Issuer hereunder) is not a general obligation of the Issuer but is a special and limited obligation payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note as provided herein.

There is hereby created by the Issuer and ordered established with the Bank, as depository, a special fund to be designated "City of Chicago, Cook County, Illinois, Bond Fund (The Newberry Library Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used to pay the principal installments of and interest on the Bond or to redeem the principal installments of the Bond prior to maturity.

There shall be deposited into the Bond Fund, as and when received, (a) a sum equal to the accrued interest paid by the purchaser of the Bond, if any; (b) all payments on the Note; (c) all prepayments on the Note specified in Article VII of the Agreement; and (d) all other moneys received by the Bank required to be deposited in the Bond Fund under and pursuant to any of the provisions of the Agreement, the Note or this Ordinance. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal installments of and interest on the Bond.

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

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of and interest on the Bond and the charges and expenses of the Bank, shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement.

Assignment.

SECTION 6. As security for the due and punctual payment of the principal installments of and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2(b) of the Agreement relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company, or Section 6.3 of the Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon an event of default under the Agreement) and all rights and remedies of the Issuer under the Agreement and the Note to enforce payment thereof, and as evidence of such assignment, pledge, and security interest and of the agreement of the Bank to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, and to any other owner of the Bond, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

Investments; Arbitrage.

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

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

With respect to Section 103(c) of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Company will make certain certifications and representations with respect to Section 103(c) of the Code on the date of delivery of the Bond which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the purchaser and the owner of the Bond that so long as any principal installment of the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Section 1.103-13, Section 1.103-14 and Section 1.103-15 of the Internal Revenue Service Rules and Regulations (26 C.F.R., Part 1) as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

General Covenants.

SECTION 8. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon is a limited obligation of the Issuer, secured and payable as set out in Section 3 hereof.

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

issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

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

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

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

Events of Default and Remedies.

SECTION 9. If any of the following events occur and shall be continuing, it is hereby defined as and declared to be and to constitute an "event of default":

(a) Default in the due and punctual payment of any interest on the Bond when due and continuation of such default for a period of five days.

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

(c) An "Event of Default" shall have occurred and be continuing under the Agreement.

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

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

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

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

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

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

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine. The Bank shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal installments of and interest on the Bond have been paid under the provisions of this Section and all expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Company pursuant to Section 9.5 of the Agreement.

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

Exchange of the Bonds; Execution of Documents.

SECTION 10. (a) The exchange of the Bond for the Series 1980 Bond with The First National Bank of Chicago pursuant to the Bond Exchange Agreement in substantially the form which has been presented to the governing body of the Issuer is hereby approved by said governing body, and the Bond Exchange Agreement is hereby in all respects authorized, approved and confirmed.

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

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

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

Performance Provisions.

SECTION 11. The Mayor, City Clerk and City Comptroller for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the 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, City Clerk and City Comptroller be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Exchange Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices.

SECTION 12. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at One First National Plaza, Chicago, Illinois 60670, Attention: Health, Education and Municipalities Division; if to the Company at 60 West Walton Street, Chicago, Illinois 60610, Attention: President.

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

SECTION 13. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner of the Bond hereby authorized; and after the issuance of the Bond, no modification, alteration, or amendment or supplement to the provisions of this ordinance shall be made in any manner except with the written consent of the owner of the Bond until such time as all principal installments of and interest on the Bond shall have been paid in full.

Satisfaction and Discharge.

SECTION 14. All rights and obligations of the Issuer and the Company under the Bond, this ordinance, the Agreement shall terminate, such instruments shall cease to be of further effect, the Bank shall surrender the Bond, or the owner of the Bond shall surrender the Bond to the Bank, and the Bank shall cancel the Bond, deliver it to the Issuer, deliver a copy of the cancelled Bond to the Company, and assign and deliver to the Company any moneys in the Bond Fund required to be paid to the Company under Section 7 hereof (except moneys held by the Bank for the payment of principal installments of or interest on the Bond) when:

(a) all expenses of the Issuer and the Bank due under the Agreement and the Bond Exchange Agreement shall have been paid;

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

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

Severability.

SECTION 15. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions.

SECTION 16. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed.

SECTION 17. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed, and this ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect from and after its passage.

[Assignment and Agreement, Bond Exchange Agreement,
First Amendment to Loan Agreement and
Memorandum of Agreement are
omitted for printing
purposes.]

**Authority Granted to Establish Zone 4 Pursuant to
Illinois Enterprise Zone Act.**

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

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, P.A. 82-1019, to designate areas of the City as Proposed Enterprise Zones in order to apply for certification by the State that such areas qualify for State Enterprise Zone status; and

WHEREAS, The City of Chicago has determined that this area meets the requirements of a State Enterprise Zone; and

WHEREAS, All procedures have been followed in the selection and designation of this area as a Proposed Enterprise Zone as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. The following area, hereafter referred to as Zone 4, is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 4:

Beginning at the corner of Kedzie Avenue and Grand Avenue, continuing southeast on Grand Avenue and then east on Grand Avenue to Ogden Avenue, then running northeast on Ogden Avenue to the Kennedy Expressway, then running northwest on the Kennedy Expressway to Damen Avenue, then running north on Damen Avenue to the intersection of Diversey Avenue and Clybourn Avenue, then running southeast on Clybourn Avenue to Halsted Street, then running south on Halsted Street to Division Street, then running east on Division Street to Orleans Street, then running south on Orleans Street to Chicago Avenue, then running west on Chicago Avenue to Larrabee Street, then running south of Larrabee Street to Erie Street, then running west on Erie Street across the North Branch of the Chicago River to Halsted Street, then running south on Halsted Street to the Kennedy Expressway, then running south on the Kennedy Expressway to the Eisenhower Expressway, then running west on the Eisenhower Expressway to Kedzie Avenue, then running north on Kedzie Avenue to the beginning point at Grand Avenue.

SECTION 2. This Zone 4 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises 6 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
- 3) it is a depressed area as shown by census tract data and other data;
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. Zone 4 shall be entitled to all tax and regulatory incentives as provided in the Chicago Enterprise Zone Ordinance, upon its certification as an Enterprise Zone by the State. Those tax and regulatory incentives are hereby incorporated into this ordinance for the benefit of this Zone.

SECTION 4. The Zone Administrator shall be the Commissioner of the Department of Economic Development of the City of Chicago, as stated in the Chicago Enterprise Zone Ordinance, Section 201-6(c).

SECTION 5. This ordinance and the zone designated hereunder shall be subject to all the provisions of the Chicago Enterprise Zone Ordinance, unless otherwise provided herein.

SECTION 6. Zone 4 shall remain a proposed zone until certified by the Illinois Department of Commerce and Community Affairs in accordance with the Illinois Enterprise Zone Act.

SECTION 7. The duration or term of the Zone shall be 20 calendar years, except that the duration of City incentives in such zone shall be for the terms provided in the Chicago Enterprise Zone Ordinance.

SECTION 8. Authority is hereby given to the Commissioner of the Department of Economic Development to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this Proposed Enterprise Zone certified as an Enterprise Zone by the State.

SECTION 9. This ordinance shall be effective from and after its passage.

[Attachment A printed on page 3993 of this Journal.]

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

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

Nays--None.

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

**Authority Granted to Establish Zone 5 Pursuant
to Illinois Enterprise Zone Act.**

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

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, P.A. 82-1019, to designate areas of the City as Proposed Enterprise Zones in order to apply for certification by the State that such areas qualify for State Enterprise Zone status; and

WHEREAS, The City of Chicago has determined that this area selected meets the requirements of a State Enterprise Zone; and

WHEREAS, All procedures have been followed in the selection and designation of this area as a Proposed Enterprise Zone as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. The following area, hereafter referred to as Zone 5 is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 5:

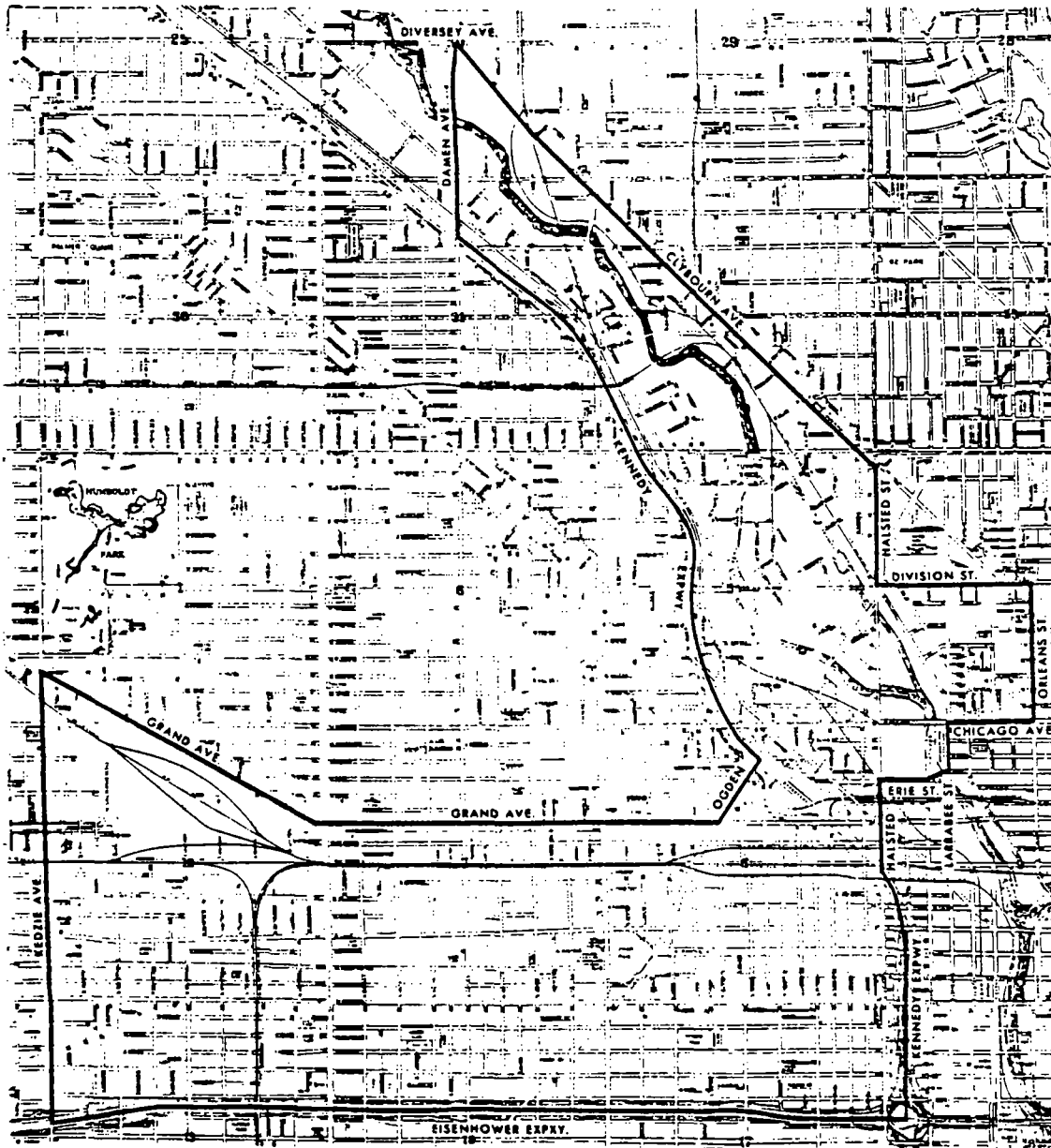
Starting at the corner of Cicero and Chicago Avenues, running north on Cicero to North Avenue, east on North to Pulaski, south on Pulaski to Chicago, then running east on Chicago to Kedzie, then running south on Kedzie to the Eisenhower Expressway, then running west on the Expressway to Cicero, then running north on Cicero to Madison Street, then running west on Madison to Central, then running north on Central to Chicago, then running east on Chicago to the beginning point at Cicero Avenue. (See Attachment A).

SECTION 2. This Zone 5 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

- 1) it is a contiguous area entirely within the City of Chicago;
- 2) it comprises 5.5 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;

(Continued on page 3994)

ATTACHMENT A
PROPOSED ENTERPRISE ZONE 4



6 SQ. MILES

(Continued from page 3992)

- 3) it is a depressed area as shown by census tract data and other data;
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. Zone 5 shall be entitled to all tax and regulatory incentives as provided in the Chicago Enterprise Zone Ordinance, upon its certification as an Enterprise Zone by the State. Those tax and regulatory incentives are hereby incorporated into this ordinance for the benefit of this Zone.

SECTION 4. The Zone Administrator shall be the Commissioner of the Department of Economic Development of the City of Chicago, as stated in the Chicago Enterprise Zone Ordinance, Section 201-6 (c).

SECTION 5. This ordinance and the zone designated hereunder shall be subject to all the provisions of the Chicago Enterprise Zone Ordinance unless otherwise provided herein.

SECTION 6. Zone 5 shall remain a proposed zone until certified by the Illinois Department of Commerce and Community Affairs in accordance with the Illinois Enterprise Zone Act.

SECTION 7. The duration or term of the Zone shall be 20 calendar years, except that the duration of City incentives in such zone shall be for the terms provided in the Chicago Enterprise Zone Ordinance.

SECTION 8. Authority is hereby given to the Commissioner of the Department of Economic Development to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this Proposed Enterprise Zone certified as an Enterprise Zone by the State.

SECTION 9. This ordinance shall be effective from and after its passage.

[Attachment "A" printed on page 3995 of this Journal.]

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

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

Nays--None.

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

Authority Granted for Execution of Redevelopment Agreement for U.D.A.G. Loan for Granite Technologies Project.

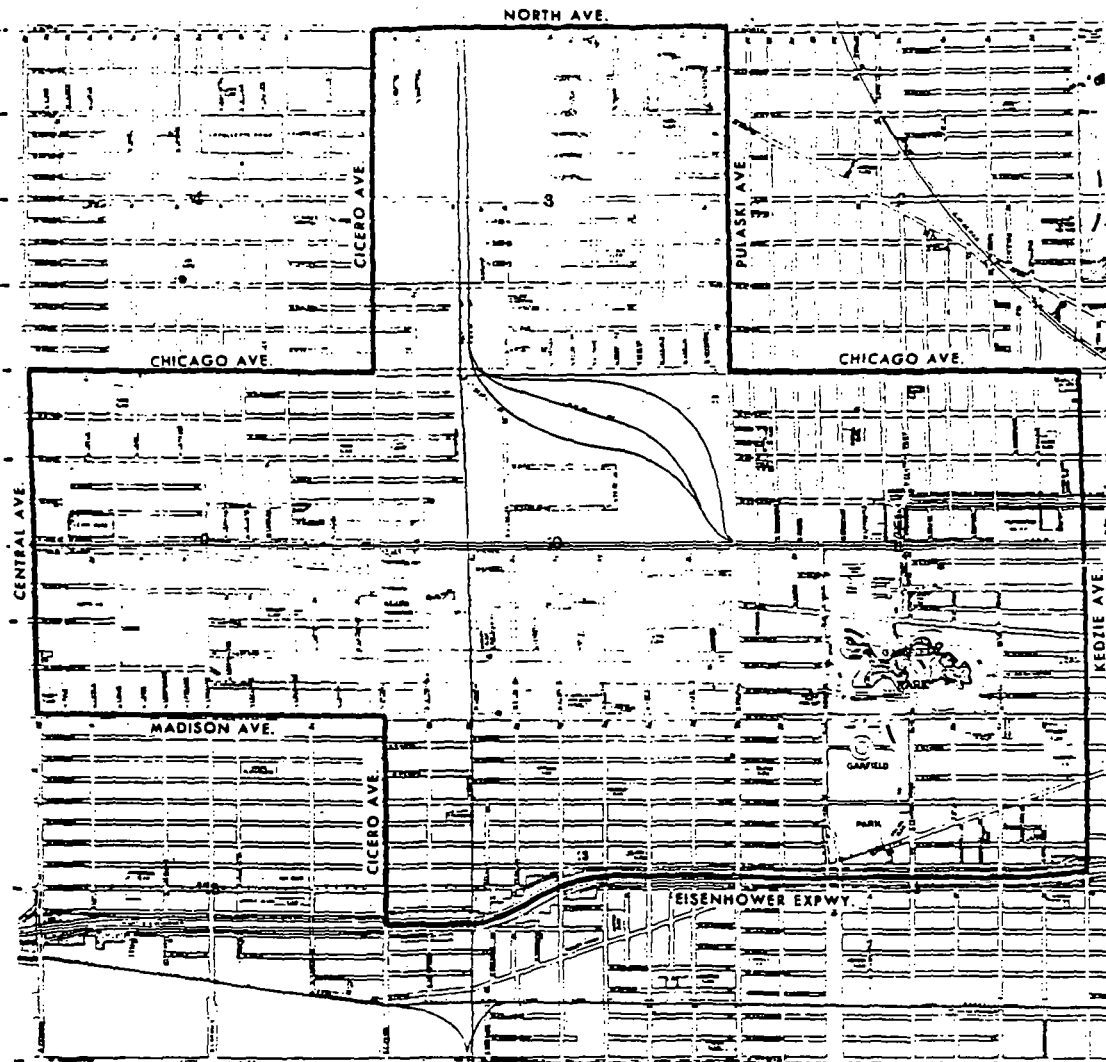
The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of redevelopment agreement necessary for an Urban Development Action Grant Loan for the Granite Technologies Project in the amount of \$700,000, to be located at Nos. 2434-2458 W. Fulton Street.

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

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

(Continued on page 3996)

ATTACHMENT A
PROPOSED ENTERPRISE ZONE 5



5 SQ MILES



(Continued from page 3994)

*Nays--None.*Alderman Burke moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed September 28, 1983, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Near West Side Community; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-82-AA-17-0149 which provides for a loan of grant funds to LaSalle National Bank, not personally, but as Trustee ("Trustee") of which Granite Technologies, Inc. ("Developer") is the sole beneficiary, to assist financing the rehabilitation of a currently vacant facility located at Nos. 2434-2458 West Fulton Street which will create expanded employment in the adjacent Near West Side Community; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend Trustee \$700,000.00 of Urban Development Action Grant funds for the purpose of assisting the rehabilitation of a currently vacant facility located at 2434-2458 West Fulton Street adjacent to the Near West Side Community of the City of Chicago; and which Redevelopment Agreement obligates Developer to rehabilitate the aforesaid facility as part of the rehabilitation and expansion of the facilities by expending approximately \$2,635,000.00 in private funds; and further obligates Developer to use its best efforts to create 80 new permanent job opportunities as represented in the original application for funds.

SECTION 2. The Mayor and the Commissioner of the Department of Economic Development are further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the form attached hereto as Exhibit A.

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

[Exhibit "A" attached to this ordinance printed on pages
3997 thru 4011 of this Journal.]

Transfer of Funds Authorized for Chicago Public Library.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1983. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1983 payable from such appropriations.

<i>From Account</i>	<i>Purpose</i>	<i>Amount</i>
342-7110-410	Equipment for Buildings	\$ 50,000
342-7110-422	Office Machines	\$ 25,000

(Continued on page 4012)

Exhibit A

REDEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, this 6th day of December, 1983, between the CITY OF CHICAGO, ILLINOIS (the "City"), by and through its Department of Economic Development, having its offices at Room 2800, 20 North Clark Street, Chicago, Illinois, 60602, and LA SALLE NATIONAL BANK, not individually but as Trustee under Trust No. 107182 dated October 19, 1983 ("Borrower"), the sole beneficiary of which is GRANITE TECHNOLOGIES, INC., an Illinois corporation, having its principal offices at 2950 West Grand Avenue, Chicago, Illinois, 60622.

W I T N E S S E T H:

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

WHEREAS, it is the intention of Borrower to renovate and reopen a currently vacant industrial facility at 2434-2458 West Fulton Street, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

WHEREAS, the Department of Economic Development of the City of Chicago has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the renovation by Borrower of said industrial facility and

WHEREAS, in response to said application, the United States Department of Housing and Urban Development has approved UDAG Grant No. B-82-AA-17-0149 (the "UDAG Grant") which provides that \$700,000.00 may be lent by the City to Borrower for the above purposes; and

WHEREAS, Borrower desires to borrow said amount from the City, and City is willing, subject to the terms and conditions herein, to lend said amount to Borrower;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I

Definitions

The following terms shall be defined, for purposes of this Redevelopment Agreement, as follows:

1.1 "Property" shall mean the land, buildings and fixtures located at 2434-2458 West Fulton Street, Chicago, Illinois.

1.2 "Lender" shall mean National Acceptance Company of America.

1.3 "UDAG Collateral" shall mean the Property, plant, equipment and other assets of Borrower comprising the Project.

1.4 "UDAG Grant Agreement" shall mean the Agreement numbered B-82-AA-17-0149 and dated October 28, 1983, between the Secretary of Housing and Urban Development and the City.

SECTION II

Consideration

In consideration of the City and Borrower entering into and executing this Redevelopment Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City and Borrower agree as hereinafter set forth.

SECTION III

Loan

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION IV

Borrower's Covenants

4.1 Borrower shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.2 Borrower shall use its best efforts to cause Granite Technologies, Inc. to add to its present work force within twenty-four (24) months after the date of preliminary approval of the UDAG Grant Agreement, 86 permanent jobs, of which 30 will be for low and moderate income persons, 30 will be for CETA-eligible persons, and 26 will be for minority persons.

4.3 Borrower shall provide the evidence of private financing set forth on Exhibit D attached hereto and made a part hereof.

4.4 Borrower shall abide by all terms and conditions of Articles III, IX and X and Exhibits E and F of the UDAG Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.5 The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the UDAG Grant Agreement.

SECTION V

Inspection and Review

5.1 Books and Records. Borrower shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the UDAG program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary of the United States Department of Housing and Urban Development (the "Secretary"), or the Comptroller General of the United States.

5.2 Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Redevelopment Project.

5.3 Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until the completion of all close-out procedures respecting the UDAG Grant and until the final settlement and conclusion of all issues

arising out of the UDAG Grant.

SECTION VI

No Assignment or Succession

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

SECTION VII

Housing and Urban Development Approval

During the term of this Redevelopment Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material", for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Lender or Granite Technologies, Inc. by more than ten percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

SECTION VIII

Disclaimer of Relationship

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

SECTION IX

Time of the Essence

Time is of the essence of this Redevelopment Agreement.

SECTION X**Certificate of Completion**

Promptly after completion by Borrower of each portion of the Redevelopment Project described above, the City will furnish Borrower with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Redevelopment Agreement with respect to the obligations of Borrower and its successors and assigns to undertake the Redevelopment Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Borrower, the City shall, within thirty (30) days thereafter, provide Borrower with a written statement indicating in adequate detail how Borrower has failed to complete the construction or rehabilitation of the improvements in conformity with this Redevelopment Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Borrower to make or perform in order to obtain such certification.

SECTION XI**Restriction on Use**

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting Borrower's and Granite Technologies, Inc.'s business.

SECTION XII**Other Security Interests**

12.1 During the term of the Loan, Borrower may grant security interests in, or may otherwise encumber the UDAG Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the UDAG Collateral.

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

security interest itself) shall not be obligated by the provisions of this Redevelopment Agreement to complete the obligations of Borrower set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the UDAG Collateral to any use, or to construct any improvements on the Property.

SECTION XIII

Delay in Performance

13.1 Neither the City nor Borrower nor any successor in interest shall be considered in breach or default of its obligations with respect to the completion of construction of improvements or with respect to its other obligations hereunder, in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of any such delay.

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

SECTION XIV

Conflict of Interest

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 Redevelopment Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

SECTION XV**Limitation of Liability**

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

SECTION XVI**Equal Employment Opportunity**

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

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

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

16.3 Borrower will include the provisions of subsections 16.1 and 16.2 of this Section XVI 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.

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

16.5 Notwithstanding anything herein to the contrary, any

Borrower contract for the purchase of UDAG Collateral shall not be subject to the provisions of this Section XVI.

SECTION XVII

Additional Provisions

17.1 Any signs erected regarding the Project shall be consistent with criteria set by the United States Department of Housing and Urban Development.

17.2 All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City:

City of Chicago, Illinois
City Hall
121 North La Salle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower:

2434 West Fulton Street Partners
2950 West Grand Avenue
Chicago, Illinois 60622
Attention: Mr. Robert E. Briggs

With a Copy to:

Biggam, Cowan, Marquardt &
Lunding, Chartered
180 North La Salle Street
Suite 2810
Chicago, Illinois 60601
Attention: William H. Cowan

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

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

17.4 This Redevelopment Agreement shall be governed by and

construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the City of Chicago and Borrower have caused this Redevelopment Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____
Acting Commissioner of the
Department of Economic
Development of the City
of Chicago

Reviewed as to form
and legality:

Assistant Corporation Counsel

LA SALLE NATIONAL BANK,
not individually but as
Trustee under Trust No.
107182 dated October 19,
1983

By: _____
(Vice) President

ATTEST:

(Assistant) Secretary

GRANITE TECHNOLOGIES, INC.

By: _____
Vice President

ATTEST:

Secretary

**EXHIBIT A
TO REDEVELOPMENT AGREEMENT**

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Redevelopment Agreement:

(a) City shall lend Borrower \$700,000 of Grant Funds for renovation of a vacant industrial building.

(b) City shall spend not more than \$25,000 of Grant Funds on administrative costs.

(c) City shall make a grant to Borrower of at least \$150,000 of funds from its "On-The-Job-Training-Program" funds.

2. Borrower agrees to do the following things, some of which may have been accomplished prior to the date of this Redevelopment Agreement:

(a) Borrower shall acquire, rehabilitate and equip a vacant 152,000-square foot building on 6.356 acres of land at 2434-2458 West Fulton Street, Chicago, Illinois, to develop a fully automated granite cladding fabrication plant for a total cost of \$2,982,000, plus \$1,046,000 of working capital.

(b) Borrower shall provide at least \$1,475,000 of cash equity for fixed assets and working capital.

(c) Borrower shall borrow from National Acceptance Company of America or other institutional lender at least \$1,000,000 for equipment and at least \$160,000 for working capital.

(d) Borrower shall borrow at least \$480,000 from H. K. Porter Company for acquisition of the property at 2434-2458 West Fulton Street, Chicago, Illinois.

3. All of the aforesaid activities are for and in connection with the Granite Technologies, Inc. project located at 2434-2458 West Fulton Street, Chicago, Illinois, as the same is more particularly described in the City's application for the UDAG Grant.

**EXHIBIT B
TO REDEVELOPMENT AGREEMENT**

The terms and conditions of the loan will be consistent with the following:

1. Construction Loan:

(a) The principal amount of the loan shall be \$700,000.

(b) Interest at the rate of nine percent (9%) per annum shall be accrued on all UDAG Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form a new enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the UDAG Grant funds to Borrower and shall continue for a period of eight (8) months from said initial disbursement, but in no event later than July 30, 1984.

(d) After Borrower has certified to City and HUD that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations per the UDAG Grant Agreement and has identified the sources of said funds, then the UDAG Grant funds can be drawn down under the following criteria:

(i) Draw requests for said loan proceeds shall be made only on a monthly draw basis on A.I.A. forms, certified to and approved by the Development Architect and/or the Engineer, the Lender's representative and/or such other certifying official as may be approved by the Borrower and the City.

(ii) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a stage basis, a voucher and paid receipts basis, or any combination of same.

(iii) No disbursement of the UDAG Grant funds shall be made unless and until Borrower shall have furnished to City an ALTA policy for mortgagee title insurance, in the full amount of the loan, insuring that City will be the holder of a second lien on the property and equipment (to the extent equipment may be included in real property), free of encumbrances and other exceptions to title other than those approved, in

advance, by City, and not subordinated to any interest except the aforesaid H. K. Porter Company, Inc. and National Acceptance Company of America or other institutional lender in an amount not to exceed \$1,580,000.

(iv) No disbursement of UDAG Grant funds shall be made unless and until Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.

(v) No disbursement of the UDAG Grant funds shall be made until all of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of HUD and the Secretary of HUD has authorized the City to draw down such funds from its letter of credit.

(vi) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of UDAG Grant funds for every \$2.95 of private funds expended by Borrower for the Project.

2. Permanent Loan:

(a) The permanent loan shall be the sum total of \$700,000 (the original principal) plus the interest accrued during the construction period.

(b) The term of the loan shall be seven (7) years commencing upon completion of construction but in no event later than July 30, 1984.

(c) The interest rate shall be nine percent (9%) per annum.

(d) Principal and interest payments shall be deferred and accrued in year 1 and said accrued interest added to the principal balance of the loan. Thereafter, quarterly amortization payments of interest and principal shall be made to completely pay off the loan over the remaining loan term.

3. Sale/Refinancing: The entire balance of the outstanding principal of the UDAG loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Borrower, or upon the sale, partial sale,

refinancing, exchange, transfer, sale under foreclosure, or other disposition of the Project Site, improvements and/or capital equipment situated thereon.

4. Prepayment of Loan: The loan may be prepaid at any time without penalty.

**EXHIBIT C
TO REDEVELOPMENT AGREEMENT**

1. **Mortgage.** The loan shall be secured by a deed of trust or mortgage in favor of City upon all land, buildings, plant, fixtures, equipment and other assets of the Borrower comprising the Project.

(a) The security position of the City may only be subordinated to the security interest of H. K. Porter Company, Inc. and National Acceptance Company of America, or other institutional lender, provided that the aggregate principal amount of their loans does not exceed the aggregate of \$1,580,000. The mortgage shall also contain standard provisions to protect the interest of a second mortgagee, including, for example, a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the second mortgage and the unpaid principal balance and interest shall be due and payable. The mortgage shall not contain an exculpation clause in favor of Borrower.

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

2. **Additional Security:** Collateral assignment of all leases and rents necessary for the operational success of the Project.

3. **Guarantee:** The repayment of the loan and completion of the Project shall be unconditionally and irrevocably guaranteed by American Granite & Marble, Inc.

**EXHIBIT D
TO REDEVELOPMENT AGREEMENT**

1. H. K. Porter Company, Inc. shall loan the sum of \$480,000 to Borrower for the purpose of acquisition of property.
2. National Acceptance Company of America, or other institutional lender, shall loan the sum of \$1,160,000 to Borrower for the purpose of acquisition of equipment and working capital.
3. Borrower shall provide not less than \$1,475,000 in equity funds for renovation, fixed assets and working capital.

(Continued from page 3996)

342-7110-424	Furniture and Furnishings	\$ 25,000
<i>To Account</i>	<i>Purpose</i>	<i>Amount</i>
342-7110-155	Rental of Property	\$ 100,000

SECTION 2. This ordinance shall be in full force and effect 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Authority Granted to Apply and Execute Agreements with U.S.D.O.T.
and I.D.O.T. for Financing of the Loop Elevated Rehabilitation
Project.**

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

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

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

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

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

WHEREAS, By ordinances passed February 10, 1982 (C.J. 9398), and September 15, 1982 (C.J. 12116) and March 9, 1983 (C.J. 16283, 16285) the City Council authorized the execution of grant contracts for the Loop Elevated Rehabilitation Project between the City of Chicago and the U.S. Department of Transportation, and between the City of Chicago and the Illinois Department of Transportation in an amount of \$36,456,000 of which \$30,987,600 is the Federal share, and \$5,468,400 is the State share; and

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

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

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

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

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

SECTION 3. The funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U.S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of \$117,000,000 or such amount as may be received by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Loop Elevated Rehabilitation Project.

SECTION 4. That the Commissioner of Public Works is authorized to furnish additional information, and execute and file assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the project.

SECTION 5. That the Mayor is hereby authorized to execute contracts pertaining to the Loop Elevated Rehabilitation Project between the U.S. Department of Transportation and the City of Chicago and Illinois Department of Transportation and the City of Chicago.

SECTION 6. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs, such as materials and services necessary for the completion of the Loop Elevated Rehabilitation Project.

SECTION 7. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Loop Elevated Rehabilitation Project, in accordance with the Statement of Project attached hereto, any substantive change to which shall be submitted to the City Council.

SECTION 8. Implementations and completion of the Loop Elevated Rehabilitation Project hereby authorized shall be in accordance with applicable City, State and Federal statutes, regulations and procedures.

SECTION 9. This ordinance shall be effective by and from the date of passage thereof.

[Statement of Project printed on pages 4014 thru 4017 of this Journal.]

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

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

Nays--None.

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

(Continued on page 4018)

LOOP ELEVATED REHABILITATION

STATEMENT OF PROJECT

The Loop Elevated Rehabilitation Project will be an improvement to the rapid transit rail system consisting of:

- (a) Structural rehabilitation and track renewal on selected locations of the Loop Elevated Structure (located in public air-rights above Lake Street, Wabash Avenue, Van Buren Street and Wells Street); the Ravenswood elevated structure between Tower 18 and Armitage Avenue excluding the Chicago River bridge and the Merchandise Mart structure; Lake Street elevated structure between Tower 18 and Ashland Avenue excluding the Chicago River bridge; and the South Side Main Line structure between Van Buren Street and 22nd Street.
- (b) Reconstruction, restoration and/or rehabilitation of the Adams/Wabash, Quincy/Wells, Clark/Lake, State/Lake, and LaSalle/Van Buren Stations on the Loop Elevated System.
- (c) Removal of existing stations at Randolph/Wabash, Madison/Wabash, Madison/Wells, and Randolph/Wells and replacement with new stations constructed at accessible sites located approximately at Washington/Wabash and Washington/Wells.
- (d) New station construction at State/Van Buren.

The Commissioner of Public Works shall be responsible for the implementation of the Loop Elevated Rehabilitation Project and is authorized to prepare or cause to be prepared, detailed plans, specifications, and bid documents and to supervise and control construction of this Project.

The Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, any and all contracts/agreements and amendments thereto pertaining to the Loop Elevated Rehabilitation Project, all in accordance with applicable City, State and Federal statutes and regulations.

The City Comptroller and City Treasurer are authorized to disburse the grant funds as required to carry out the Loop Elevated Rehabilitation Project.

The City Comptroller shall keep separate and distinct books of account, which shall show in true and complete form all expenditures by the City of Chicago for and in connection with the design and construction of the Loop Elevated Rehabilitation Project authorized to be constructed, up to the date of its completion; and the City Comptroller is directed to and shall keep books of accounts for the Loop Elevated Rehabilitation Project separate and distinct from the other accounts of the City of Chicago and in such manner as to show the true and complete costs and all financial facts and data pertaining thereto. Such accounts shall be so kept as to show the actual cost

of the Loop Elevated Rehabilitation Project and they shall be kept in accordance with guidelines by the Urban Mass Transportation Administration of the U.S. Department of Transportation and by the Illinois Department of Transportation.

The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services or construction necessary to complete the Loop Elevated Rehabilitation Project. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

The Commissioner of Public Works, on behalf of the City of Chicago, is authorized to acquire such rights-of-way and easements necessary for the Loop Elevated Rehabilitation Project. These acquisitions shall be submitted to the City Council of the City of Chicago for its approval in accordance with applicable City, State and Federal statutes and regulations.

All persons and corporations owning or operating public utility structures and appliances in, upon, over, across or along the streets, alleys, or public places in which the Loop Elevated Rehabilitation Project is to be constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph and other public utilities, and any conduits, pipes, wires, poles or other properties used for said purposes or any of them) who shall at the time of construction of the Loop Elevated Rehabilitation Project own or operate

public utility structures and appliances within any portion of the streets, alleys, or public places to be excavated in the construction of the Loop Elevated Rehabilitation Project or to be crossed by elevated structures are ordered, directed, and required to remove said public utility structures and appliances from their locations in said streets, alleys, or public places and to relocate same in such place or places in the streets, alleys or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets, alleys and public places for public utility purposes as hereafter may be designated.

(Continued from page 4013)

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

The Committee on Finance to which had been referred (April 13 and December 6, 1983) sundry proposed ordinances transmitted therewith to authorize issuance of free permits for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

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

Nays--None.

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

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

FREE PERMITS.

Illinois Central Community Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Illinois Central Community Hospital, No. 5800 S. Stony Island Avenue for installation of boiler and incinerator (Descon, Ltd., 511 S. Wells Street, Chicago) on the premises known as No. 5800 S. Stony Island Avenue.

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

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

Cathedral of Saint James.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Cathedral of Saint James for restoration and rehabilitation of the Cathedral on the premises known as No. 65 E. Huron Street.

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

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

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

The Committee on Finance to which had been referred on May 11, June 28 and December 6, 1983 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Mary Bartelme Homes (sundry locations)	B4-200238	\$ 23.00
	B4-200241	23.00
	B4-200243	23.00
	B4-200245	23.00
	B4-300129	23.00
	B4-300262	23.00
	B4-300263	23.00
	B4-300296 (Fire Prev.)	23.00
Chicago Waldorf School No. 2135 N. Kenmore Avenue	D3-387024 (Sign)	115.00
Japanese American Service Committee No. 4427 N. Clark Street	C2-338957 (Refrig.)	30.00
Jesus People U.S.A. No. 4626 N. Magnolia Avenue	A1-81-185	23.00
	A1-905008	23.00
	A1-911237	23.00
	A1-110899 (Elev.)	23.00
Morgan Park United Methodist Church No. 11030 S. Longwood Drive	B1-120580 (Bldg.)	92.00
St. John Fisher Church No. 10200 S. Washtenaw Avenue	P1-109205 (Fuel Burn. Equip.)	160.00
Washington and Jane Smith Home (sundry locations)	A1-308946 (Elev.)	138.00
	C2-338387 (Refrig.)	96.00
	F4-322522 (Mech. Vent.)	157.50
University of Chicago (sundry locations)	B1-207547 (Bldg.)	57.50
	P1-326389 (Fuel Burn. Equip.)	20.00

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

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

Nays--None.

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

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

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

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

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

Nays--None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular Orders printed on pages 4021 thru 4023 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named.

(Continued on page 4024)

December 16, 1983

REPORTS OF COMMITTEES

4021

REPORT DATE 12/15/83
PROGRAM--PFR073

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/16/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALLOTTA JAMES	POLICE OFFICER	NINETEENTH DISTRICT	9/15/83	55.00
BATLEY SANDRA J	POLICE OFFICER	SEVENTH DISTRICT	9/09/83	90.00
BAUER JACK E.	POLICE OFFICER	YOUTH DIVISION AREA SIX	9/07/82	141.25
BOSKY MARIE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/27/83	2057.60
BOYD JACQUE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/05/83	116.50
BOYD JACQUE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/26/83	25.00
BRIMER JOHN F	SERGEANT	TWENTY-THIRD DISTRICT	9/18/83	25.00
CAGNEY EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	9/02/83	720.50
CARROLL JAMES G	POLICE OFFICER	FIFTH DISTRICT	9/13/83	241.60
CHARNOTA MICHAEL M	POLICE OFFICER	FOURTEENTH DISTRICT	9/05/83	55.00
CHERNIK ROBERT M	POLICE OFFICER	THIRTEENTH DISTRICT	9/22/83	123.00
CICHON THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/83	94.00
COHEN GARY	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/20/83	220.00
CORFIELD KURT T	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/18/83	122.25
CRONIN GERALD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/15/83	104.50
CUSHING DAVID E	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/10/83	257.00
DAUSINAS DONALD D	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	9/07/83	265.00
DEGREGORIO DENNIS	POLICE OFFICER	ELEVENTH DISTRICT	12/19/82	40.00
DOLAN EDWARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/11/83	52.18
DUFFY JOHN P	POLICE OFFICER	TWELFTH DISTRICT	9/29/83	103.00
DUFFY THOMAS E	POLICE OFFICER	MARINE UNIT	9/29/83	37.00
DUST CHERYL	POLICE OFFICER	SEVENTEENTH DISTRICT	9/12/83	59.75
EVANS DAVID J	POLICE OFFICER	EIGHTH DISTRICT	9/11/83	77.00
EVANS RONNIE C	POLICE OFFICER	THIRTEENTH DISTRICT	9/21/83	106.00
FALLON THOMAS	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	9/05/83	3706.77
FELDMAN MARSHA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/18/83	125.00
FISCHER JOHN W	POLICE OFFICER	TENTH DISTRICT	7/12/83	20.00
FLEMING THERESA	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	9/27/83	83.00
FRANKIEWICZ VICTOR	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	9/03/83	272.16
FRENZEL ROBERT E	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/23/83	76.00
GAJEWSKI ANDREW	POLICE OFFICER	FIFTEENTH DISTRICT	9/07/83	367.85
GARRIDO JOHN	POLICE OFFICER	TENTH DISTRICT	5/28/83	40.00
GARZA ROLANDO	POLICE OFFICER	TENTH DISTRICT	9/06/83	221.50
GILLESPIE JOSEPH T	POLICE OFFICER	FIRST DISTRICT	4/19/83	35.00
GILLS FLOYD M	POLICE OFFICER	NINTH DISTRICT	9/15/83	237.00
GLEES HENRY J	POLICE OFFICER	FIFTH DISTRICT	9/14/83	138.50
GLYNN JAMES M	POLICE OFFICER	SEVENTH DISTRICT	9/13/83	90.00
GOTTLIEB GEORGE S	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	9/14/83	65.00
GRAF BERNARD J	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	9/12/83	95.00
GREENLEE GEORGE	POLICE OFFICER	SIXTH DISTRICT	9/20/83	1166.75
HANSEN DONALD A	POLICE OFFICER	TENTH DISTRICT	6/21/83	20.00
HEAGNEY JOHN E	POLICE OFFICER	EIGHTEENTH DISTRICT	9/07/83	160.50
HENSLEY CHARLES	SERGEANT	TENTH DISTRICT	2/25/83	20.00
HOLMES HARRY	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/23/83	94.00
INGLIMA SALVATORE	POLICE OFFICER	YOUTH DIVISION AREA TWO	9/26/83	93.00
JACOBSON KENT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/26/83	49.85
JACONETTI WILLIAM	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/83	63.00
JANKA STEVE J	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/18/83	25.00
JENNINGS SAMUEL W	POLICE OFFICER	SEVENTH DISTRICT	9/19/83	98.35

REPORT DATE 12/15/83
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/16/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JEZIORO DAVE J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/04/83	114.00
JOHLIC EDWARD L	POLICE OFFICER	EIGHTEENTH DISTRICT	7/25/83	77.50
JOHNSON BRUCE N	POLICE OFFICER	EIGHTH DISTRICT	9/12/83	37.00
KARDYBALSKI WALTER	POLICE OFFICER	ENFORCEMENT SECTION	9/29/83	98.00
KELLY JAMES	POLICE OFFICER	FOURTH DISTRICT	9/12/83	369.00
KELLY III MICHAEL	POLICE OFFICER	FOURTH DISTRICT	9/19/83	138.45
KIERAS ALAN E	POLICE OFFICER	OHARE SECURITY	6/13/83	16266.43
KNASIAK LAWRENCE	POLICE OFFICER	TENTH DISTRICT	7/25/83	20.00
KRAUSE LAWRENCE S	POLICE OFFICER	CRIME LABORATORY DIVISION	7/25/83	35.00
LASKEY LINYEA K	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	7/02/83	67.20
LEWNER RICHARD W	POLICE OFFICER	FIRST DISTRICT	7/05/83	25.00
LINN HOWARD	POLICE OFFICER	SEVENTEENTH DISTRICT	9/07/83	257.75
LUNGLEY CLARENCE	POLICE OFFICER	EIGHTH DISTRICT	9/29/83	74.00
MARSHALL SYLVESTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/11/83	73.00
MAY EDWARD	POLICE OFFICER	TENTH DISTRICT	9/21/83	184.50
MICKEL ANTHONY	POLICE OFFICER	SECOND DISTRICT	7/24/81	52.00
MOYER MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	9/16/83	55.00
MULVEY JAMES	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/23/83	64.00
MUNGER ROBERT	POLICE OFFICER	CANINE UNIT	9/09/83	55.00
NATTER RICHARD	POLICE OFFICER	SIXTEENTH DISTRICT	9/14/83	2221.25
MCOWELL LAWRENCE	POLICE OFFICER	EIGHTEENTH DISTRICT	9/22/83	99.50
MCDOVANE PATRICK	POLICE OFFICER	TENTH DISTRICT	9/05/83	138.00
MCDOVANE PATRICK	POLICE OFFICER	TENTH DISTRICT	9/30/83	179.00
OLSON GARY	POLICE OFFICER	YOUTH DIVISION AREA FOUR	8/23/83	91.00
O'REILLY GERALD	POLICE OFFICER	INTERSECTION CONTROL UNIT	9/29/83	144.00
PALICA RUTH I	POLICE OFFICER	SIXTH DISTRICT	8/09/83	70.00
PECHOUS THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	5/24/82	2460.00
PEDONE FLOYD	POLICE OFFICER	TENTH DISTRICT	9/24/81	71.00
PENNINGTON HENRY R	POLICE OFFICER	FIRST DISTRICT	6/26/83	916.75
PETERSON ROBERT	POLICE OFFICER	TWELFTH DISTRICT	7/21/83	104.00
PITTATIS GREGORY	POLICE OFFICER	FOURTEENTH DISTRICT	9/25/83	76.00
ROUZAN DONALD	POLICE OFFICER	FIFTEENTH DISTRICT	8/22/75	35.00
SCHAEFFER JAMES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/22/83	379.50
SEABURY LEROY A	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/24/83	10557.62
SHIE STANISLAW J	POLICE OFFICER	FOURTH DISTRICT	10/23/82	505.00
STACK EDWARD	POLICE OFFICER	FIFTH DISTRICT	9/26/83	35.00
WHITTERS WILLIAM B	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/23/83	35.00
WILKINSON ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/15/83	43.00
ZUELKE GARRY	POLICE OFFICER	TENTH DISTRICT	9/23/81	73.50
ALEX JAMES	PARAMEDIC	AMBULANCE 46	9/29/83	101.00
BRUND LOUIS	FIREFIGHTER	TRUCK 14	9/03/83	29.00
CASERLY LAURENCE	LIEUTENANT	ENGINE COMPANY 19	11/01/83	141.00
CONSOLA CHARLES	FIREFIGHTER	ENGINE COMPANY 26	10/30/83	50.00
CROSS LENWOOD	FIREFIGHTER	ENGINE COMPANY 4	9/28/83	2719.75
CUSHING EDWARD	CAPTAIN	ENGINE COMPANY 124	10/19/83	2475.00
DEENIHAN BRIAN	FIREFIGHTER	TRUCK 30	6/13/83	704.00
DRULITSCH MICHAEL	FIREFIGHTER	ENGINE COMPANY 117	10/19/83	386.60
KELLY RICHARD W	PARAMEDIC	DISTRICT HEADQUARTERS 1	9/28/83	1215.60
KOSCO ANDREW	CAPTAIN	BATTALION 10	3/20/79	5530.40

December 16, 1983

REPORTS OF COMMITTEES

4023

REPORT DATE 12/15/83
PROGRAM--PERO70

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/16/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LANE RUSSELL	PARAMEDIC	AMBULANCE 9	5/22/83	255.00
WILLS ELIZABETH	PARAMFOIC	AMBULANCE 22	10/24/83	85.00

(Continued from page 4020)

The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Third-Party Order printed on page 4025
of this Journal.

*Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING ISSUANCE
OF \$9,600,000 CHICAGO-O'HARE INTERNATIONAL AIRPORT SPECIAL
FACILITY REVENUE BONDS SERIES 1983 FOR PROJECT
OF CARSON INTERNATIONAL, INC.*

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance authorizing the issuance of \$9,600,000 Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 for project of Carson International, Inc.

Alderman Oberman moved to delay the vote on the proposed ordinance for 30 days.

Alderman Burke moved to lay the motion on the table.

The clerk called the roll on the motion to table and the yeas and nays were as follows:

Yeas--Aldermen Roti, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--27.

Nays--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Mell, Frost, Natarus, Oberman, Volini, Orr--20.

Alderman Gabinski then asked for a verification of the foregoing vote. The clerk re-called the roll and the motion to table *Lost*, by yeas and nays as follows:

Yeas--Aldermen Madrzyk, Burke, Brady, Kellam, Sheahan, Cullerton, Laurino, O'Connor, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone--14.

Nays--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Langford, Streeter, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Pucinski, Natarus, Oberman, Orr--31.

Alderman Smith along with Alderman Mell then moved to *Defer* and publish. The motion *Prevailed*.

The committee report pertaining to the action deferred bond issue submitted by the Committee on Finance reads as follows:

CHICAGO, December 16, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the issuance of Chicago-O'Hare International Airport Special Facility Revenue Bonds for a project of Carson International, Inc., in the amount of \$9,600,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

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

(Continued on page 4026)

December 16, 1983

REPORTS OF COMMITTEES

4025

REPORT DATE 12/15/83
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/16/83

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABRAH JAHV	POLICE OFFICER	YOUTH DIVISION AREA TWO	5/19/83	539.50
ANGARONE MICHAEL A	POLICE OFFICER	EIGHTEENTH DISTRICT	7/13/83	127.50
POND CHARLES A	POLICE OFFICER	FOURTEENTH DISTRICT	6/16/83	95.00
BURNS WILLIAM G	POLICE OFFICER	ENFORCEMENT SECTION	4/30/83	20.06
FORD KEVIN J	POLICE OFFICER	TWELFTH DISTRICT	8/16/83	209.00
FUITH MICHAEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/29/83	227.00
GAYNOR THOMAS F	POLICE OFFICER	EIGHTH DISTRICT	3/31/83	192.00
HAMMERMEISTER RAYMOND F	POLICE OFFICER	NINETEENTH DISTRICT	8/24/83	1967.00
JOYCE MICHAEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/29/83	75.00
LUCAS ALAN H	POLICE OFFICER	TWENTIETH DISTRICT	8/19/83	120.75
MCCLENDON ELTON	SERGEANT	TWENTY-FIRST DISTRICT	5/12/83	66.00
MESCALL JOSEPH	POLICE OFFICER	ELEVENTH DISTRICT	5/24/82	305.00
POWER FRANCIS A	POLICE OFFICER	THIRTEENTH DISTRICT	3/11/83	70.00
RAITANO JOSEPH S	POLICE OFFICER	FOURTEENTH DISTRICT	5/09/83	1040.00
ROCHON DAISY E	POLICE OFFICER	FIFTEENTH DISTRICT	5/19/83	1691.38
SOLTYSIK RAYMOND R	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/23/83	35.00
SPRINGER CHARLES	SERGEANT	GANG CRIMES ENFORCEMENT DIVISI	5/25/83	981.00
STAMATAKOS EUGENE A	POLICE OFFICER	NINETEENTH DISTRICT	8/12/83	116.00
VARGAS MICHAEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	6/27/83	74.00
FOGELL FRANCIS P	FIREFIGHTER	ENGINE COMPANY 35	4/14/79	1004.25
GALLAPO ROBERT	FIREFIGHTER	ENGINE COMPANY 16	2/17/83	90.00
LAMBRIGHT DAVID	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	9/17/83	90.00

(Continued from page 4024)

The following is said proposed ordinance transmitted with the foregoing committee report:

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 the Issuer's 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, duly adopted by the City Council of the Issuer on March 31, 1983 (as it may from time to time be supplemented and amended, the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "Special Facility Improvements", as defined in the Enabling Ordinance, to the end that the Issuer may meet the commercial and general aviation needs of the citizens of the City of Chicago, Illinois; and

Whereas, The Issuer pursuant to an ordinance duly adopted by the City Council of the Issuer on July 6, 1983, has authorized the Issuer to enter into a Memorandum of Intent with Carson International, Inc., a Delaware corporation (the "Company"), whereby the Issuer agrees to issue its special facility revenue bonds to finance costs of the acquisition, construction and equipping of restaurants and other food and beverage concession facilities in the terminals and concourses of Chicago-O'Hare International Airport, in the City of Chicago, Illinois (the "Project") for use by the Company; and

Whereas, As a result of negotiations between the Issuer and the Company contracts have been entered into, and will be entered into, by the Company for the acquisition, construction and improvement of the Project, and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company, pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, construction and improvement, and the Issuer is willing to issue its special facility revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition and improvement of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

Whereas, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the special facility revenue bonds, will be not less than \$9,600,000; and

Whereas, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance; and

Whereas, The Issuer proposes to sell a series of its special facility revenue bonds hereinafter authorized, evidenced by a single revenue bond designated "City of Chicago, Illinois, Airport Special Facility Revenue Bond (Carson International, Inc. Project)" upon a negotiated basis to First National Bank of Minneapolis, in Minneapolis, Minnesota; and

Whereas, Pursuant to the provisions of Section 103(k) of the International Revenue Code of 1954, as amended, and public notice duly published, a public hearing on the proposed plan of financing for the Project has been held by the Committee on Finance of this City Council or its designee; 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 December 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment" means the Assignment dated as of December 1, 1983, from the Issuer to the Bank, as from time to time supplemented and amended.

"Bank" means First National Bank of Minneapolis, and subsequent registered owners of the Bond.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1983 by and among the Issuer, the Company and the Bank.

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

"Company" means Carson International, Inc., a corporation organized and existing under the laws of the State of Delaware.

"Depository" means First National Bank of Minneapolis, and any successor acting as Depository under the Bond Purchase Agreement.

"Guarantor" means Carson Pirie Scott & Co., a corporation organized and existing under the laws of the State of Delaware, the parent corporation of the Company.

"Guaranty" means the Guaranty Agreement dated as of December 1, 1983, from the Guarantor to the Bank.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties or functions of the Issuer.

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

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

"Project" is defined in the Preamble hereto.

"Security Agreement" means the Security Agreement dated as of December 1, 1983, by and between the Company and the Bank, as from time to time supplemented and amended.

Authorization of the Project.

Section 2. In order to aid in meeting the commercial and general aviation needs of the citizens of the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition and improvement of the Project is not less than \$9,600,000, which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bond, the execution and delivery of the Agreement, the Note, the Assignment, the Bond Purchase Agreement, the Security Agreement and the Guaranty 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 Airport Special Facilities Revenue Bond (Carson International, Inc. Project) in the principal amount of \$9,600,000. The Bond shall be issued in the form, shall be dated and numbered, shall mature as to principal and shall bear interest at the rate per annum and on the dates set forth in the Bond Purchase Agreement (as executed and delivered); shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Bond Purchase Agreement (as executed and delivered); and shall have the other terms and provisions set forth in the Bond Purchase Agreement (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 or facsimile signature of the City Clerk of the Issuer and the official seal of the Issuer or a facsimile thereof shall be affixed thereto, all as provided in the Bond Purchase Agreement.

Bond Is Limited Obligation.

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

Assignment, Security Agreement and Guaranty.

Section 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bond hereby authorized, the Issuer will assign and pledge to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement and the Note (except its rights to payment pursuant to Section 4.5 of the Agreement relating to the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, Section 5.2 of the Agreement relating to the indemnification of the Issuer by the Company, and Section 6.3 of the Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon the default of the Company thereunder) pursuant to the Assignment. To secure amounts payable by the Company under the Agreement and on the Note, the Company will execute and deliver the Security Agreement to the Bank.

As further security for the payment of the principal of, premium, if any, and interest on the Bond, the Guarantor will execute and deliver the Guaranty to the Bank.

The Assignment, the Security Agreement and the Guaranty are to be in substantially the same forms presented to the City Council of the Issuer, and the forms of which Assignment, Security Agreement and Guaranty are hereby approved by the City Council of the Issuer.

Sale of the Bond; Execution of Documents.

Section 6. (a) The sale to the Bank of the Bond hereby authorized at the price specified in 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 or the City Comptroller is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk or Deputy City Clerk is hereby authorized to attest the same and to affix thereto the official seal of the Issuer, with such changes therein not inconsistent herewith as may be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

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

The Mayor or City Comptroller is hereby authorized and directed to execute and deliver the Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk or Deputy City Clerk is hereby authorized to attest the same and to affix thereto the official seal of the Issuer, with such changes therein not inconsistent herewith as may be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

Appointment of Depositary and Bond Registrar.

Section 7. The appointment of First National Bank of Minneapolis, Minneapolis, Minnesota, as Depositary and Bond Registrar under the Bond Purchase Agreement, is hereby authorized, approved and confirmed.

Performance Provisions.

Section 8. The Mayor, the City Clerk, the Deputy City Clerk and the City Comptroller are each hereby authorized and directed to do any and all things necessary for and on behalf of the Issuer 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, the Deputy City Clerk and the City Comptroller are hereby further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to any instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated as proxy, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the Issuer 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 in the specified manner, the same, in all respects, shall be binding on the Issuer as if signed by the City Comptroller in person.

Acknowledgment of Hearing.

Section 9. The action of the Commissioner of Aviation in publishing notice of the public hearing referred to in the preamble hereto as required by Section 103(k) of the Internal Revenue Code is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Committee on Finance of the minutes of said hearing.

Severability.

Section 10. 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 thereof.

Captions.

Section 11. 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 12. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its adoption and approval as by law provided.

[Assignment, Bond Purchase Agreement, Guaranty Agreement,
Loan Agreement and Security Agreement are omitted
for printing purposes.]

Action Deferred---ON PROPOSED ORDINANCE AUTHORIZING ISSUANCE
OF \$5,800,000 CHICAGO-O'HARE INTERNATIONAL
AIRPORT SPECIAL FACILITY REVENUE BONDS FOR
PROJECT OF DOBBS HOUSES, INC.

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

CHICAGO, December 16, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the issuance of Chicago-O'Hare International Airport Special Facility Revenue Bonds for a project of Dobbs Houses, Inc. in the amount of \$5,800,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

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

The following is said proposed ordinance transmitted with the foregoing committee report:

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 the Issuer's 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, duly adopted by the City Council of the Issuer on March 31, 1983 (as it may from time to time be supplemented and amended, the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "Special Facility Improvements", as defined in the Enabling Ordinance, to the end that the Issuer may meet the commercial and general aviation needs of the citizens of the City of Chicago, Illinois; and

Whereas, The Issuer pursuant to an ordinance duly adopted by the City Council of the Issuer on July 6, 1983, has authorized the Issuer to enter into a Memorandum of Intent with Dobbs Houses, Inc., a Delaware corporation (the "Company"), whereby the Issuer agrees to issue its special facility revenue bonds to finance costs of the acquisition, construction and equipping of a flight kitchen facility for Chicago-O'Hare International Airport, in the City of Chicago, Illinois (the "Project") for use by the Company; and

Whereas, As a result of negotiations between the Issuer and the Company contracts have been entered into, and will be entered into, by the Company for the acquisition, construction and improvement of the Project, and it is proposed that the Issuer shall enter into a Financing Agreement (the "Agreement") with the Company, pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, construction and improvement, and the Issuer is willing to issue its special facility revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition and improvement of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

Whereas, The site of the Project and structures and improvements erected thereon are to be leased by the Issuer to the Company under the terms of a Flight Kitchen and Site Agreement (the "Site Agreement") between the Issuer and the Company; and

Whereas, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the special facility revenue bonds, will be not less than \$5,800,000; and

Whereas, The Project will be of the character and will accomplish the purpose provided by the Enabling Ordinance; and

Whereas, The Issuer proposes to sell a series of its special facility revenue bonds hereinafter authorized, designated "City of Chicago, Illinois, Airport Special Facility Revenue Bonds (Dobbs Houses, Inc. Project) Series 1983" upon a negotiated basis to Allstate Insurance Company, Northbrook, Illinois; and

Whereas, Pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended, and public notice duly published, a public hearing on the proposed plan of financing for the Project has been held by the Committee on Finance of this City Council or its designee; 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 Financing Agreement dated as of December 15, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of the date of this Ordinance by and among the Issuer, the Company and the Purchaser.

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

"Company" means Dobbs Houses, Inc., a corporation organized and existing under the laws of the State of Delaware.

"Guarantor" means Carson Pirie Scott & Co., a corporation organized and existing under the laws of the State of Delaware, the parent corporation of the Company.

"Guaranty" means the Guaranty Agreement dated as of December 15, 1983, from the Guarantor to the Trustee.

"Indenture" means the Indenture of Trust dated as of December 15, 1983, from the Issuer to the Trustee, as from time to time supplemented and amended.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties or functions of the Issuer.

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

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

"Project" is defined in the Preamble hereto.

"Purchaser" means Allstate Insurance Company.

"Security Agreement" means the Security Agreement dated as of December 15, 1983, by and between the Company and the Trustee, as from time to time supplemented and amended.

"Trustee" means The First National Bank of Chicago, Chicago, Illinois, as trustee, and its successors in trust.

Authorization of the Project.

Section 2. In order to aid in meeting the commercial and general aviation needs of the citizens of the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition and improvement of the Project is not less than \$5,800,000, which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Note, the Site Agreement, the Indenture, the Bond Purchase Agreement, the Security Agreement and the Guaranty by the parties thereto are necessary and proper.

Site Agreement.

Section 3. The lease of the site of the Project (constituting the "Demised Premises" described in Exhibit A to the Site Agreement) and structures and improvements erected thereon to the Company, pursuant to the Site 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 Site Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor or the City Comptroller is hereby authorized and directed to execute and deliver the Site Agreement for and on behalf of the Issuer, and the City Clerk or Deputy City Clerk is hereby authorized to attest the same and to affix thereto the official seal of the Issuer, with such changes therein not inconsistent herewith as may be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

Authorization and Payment of Bonds.

Section 4. 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 Airport Special Facilities Revenue Bonds (Dobbs Houses, Inc. Project) Series 1983 in the aggregate principal amount of \$5,800,000. The Bonds shall be issued in the form and denominations set forth in the Indenture; shall be dated and numbered; shall mature as to principal and shall bear interest at the rate per annum and on the dates set forth in the Indenture (as executed and delivered); shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture (as executed and delivered); and shall have the other terms and provisions set forth in the Indenture (as executed and delivered).

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

Bonds Are Limited Obligations.

Section 5. The Bonds, together with interest thereon shall be limited obligations of the Issuer secured by the Indenture and are payable solely from the revenues and receipts derived from the Agreement and the Note authorized to be issued thereunder (except to the extent paid out of moneys attributable to Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Security Agreement or the Guaranty), and shall be a valid claim of the owner or owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Agreement and the Note (except as hereinbefore provided), which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Ordinance, the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of the Issuer or a loan of credit thereof or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid.

Indenture, Security Agreement and Guaranty.

Section 6. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement and the Note (except its rights to payment pursuant to Section 4.2(c) of the Agreement relating to the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, Section 5.3 of the Agreement relating to the indemnification of the Issuer by the Company, Section 5.8 of the Agreement relating to the obligation of the Company to pay taxes levied on the Issuer with respect to the revenues under the Agreement, and Section 6.3 of the Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon the default of the Company thereunder) pursuant to the Indenture. To secure amounts payable by the Company under the Agreement and on the Note, the Company will execute and deliver the Security Agreement to the Trustee.

As further security for the payment of the principal of, premium, if any, and interest on the Bonds, the Guarantor will execute and deliver the Guaranty to the Trustee.

The Indenture, the Security Agreement and the Guaranty are to be in substantially the same forms presented to the City Council of the Issuer, and the forms of which Indenture, Security Agreement and Guaranty are hereby approved by the City Council of the Issuer.

Sale of the Bonds; Execution of Documents.

Section 7. (a) The sale to the Purchaser of the Bonds hereby authorized at the price specified in 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 or the City Comptroller is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of the Issuer, with such changes therein not inconsistent herewith as may be approved by the official of the Issuer executing the same, his execution thereof to constitute conclusive evidence of his approval of such changes.

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

The Mayor or the City Comptroller 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 or Deputy City Clerk is hereby authorized to attest the same and to affix thereto the official seal of the Issuer, with such changes therein not inconsistent herewith as may be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

Appointment of Trustee.

Section 8. The appointment of The First National Bank of Chicago, Chicago, Illinois, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions.

Section 9. The Mayor, the City Clerk, the Deputy City Clerk and the City Comptroller are each hereby authorized and directed to do any and all things necessary for and on behalf of the Issuer to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Clerk, the Deputy City Clerk and the City Comptroller are hereby further authorized and directed for and on the behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Indenture, the Site Agreement and Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to any instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated as proxy, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the Issuer 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 in the specified manner, the same, in all respects, shall be binding on the Issuer as if signed by the City Comptroller in person.

Acknowledgment of Hearing.

Section 10. The action of the Commissioner of Aviation in publishing notice of the public hearing referred to in the preamble hereto as required by Section 103(k) of the Internal Revenue Code is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Committee on Finance of the minutes of said hearing.

Approval of Subleases.

Section 11. The Commissioner of Aviation shall consent to no subleases or other uses of Project property under Section 4.1(b) of the Site Agreement without the prior approval of the City Council of the Issuer.

Severability.

Section 12. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Captions.

Section 13. 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 14. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This ordinance shall be in full force and effect upon its adoption and approval as by law provided.

[Bond Purchase Agreement, Financing Agreement, Guaranty Agreement
Indenture of Trust, and Security Agreement are omitted for
printing purposes.]

*Action Deferred--ON PROPOSED ORDINANCE TO PROVIDE AUTHORITY TO
EXTEND NEGOTIATIONS BETWEEN CITY AND ROUSE COMPANY THROUGH
JUNE 30, 1984, RELATING TO DEVELOPMENT OF NAVY PIER.*

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

CHICAGO, December 16, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance providing the authority to extend negotiations between the City and the Rouse Company through June 30, 1984, as they relate to development of Navy Pier, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 11 members of the committee with 4 dissenting votes.

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

The following is said ordinance transmitted with the foregoing committee report:

Whereas, The City Council of the City of Chicago passed an ordinance on June 30, 1982 authorizing the Commissioner of the Department of Public Works to execute a Memorandum of Understanding on behalf of the City of Chicago with the Rouse Company of Illinois, Inc. concerning the development of a mixed use complex at the Navy Pier; and

Whereas, The Memorandum of Agreement subsequently executed provided for the City and Rouse to negotiate for a maximum of 12 months to conclude an agreement for the development and operation of the Navy Pier; and

Whereas, An extension of the initial 12 month negotiating period for an additional six months was authorized by the City Council of the City of Chicago on July 27, 1983; and

Whereas, While substantial progress has been made in the negotiations, both the City and Rouse believe that an additional extension of time through June 30, 1984 is necessary to complete their negotiations in accordance with the Memorandum as executed; now, therefore,

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

Section 1. The Commissioner of the Department of Public Works is authorized and directed to continue negotiations through June 30, 1984 with the Rouse Company of Illinois, Inc. to develop a lease agreement between the City and Rouse for the development and operation of a mixed use complex at the Navy Pier in accordance with the terms and conditions contained in that certain Memorandum of Agreement dated July 1, 1982, by and between the City of Chicago and the Rouse Company of Illinois, Inc. The Commissioner of the Department of Public Works is further authorized to do all things necessary to prepare a development and lease and otherwise fulfill the City's responsibilities under the Memorandum of Agreement, the extension thereof of July 27, 1983, and the extension thereof authorized in this ordinance.

Section 2. The Commissioner of Public Works is further directed to submit to members of the City Council no later than 60 days prior to any Council action on a lease agreement with the Rouse Company of Illinois, Inc. all studies and consultants reports undertaken by the City of Chicago in connection with the Navy Pier project and all proposed agreements and leases between the City and other parties relating thereto.

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

COMMITTEE ON ECONOMIC DEVELOPMENT:

**Conditional Approval of Industrial Revenue Bond for
Construction of Project by Chicago
Communication Service, Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, December 15, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration an ordinance referred by the Honorable Harold Washington, Mayor, on December 6, 1983, said ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,200,000 for the construction of a project by Chicago Communication Service, Inc., an Illinois corporation, begs leave to recommend that Your Honorable Body *Pass* said ordinance.

This recommendation was concurred in by nine (9) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$1,200,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Chicago Communication Service, Inc., to be used as a facility for the installation of electronic and communication equipment, including car telephones, 2-way radios and pagers, to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, The Tax Equity and Fiscal Responsibility Act of 1982 requires that a public hearing must be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$1,200,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

[Memorandum of Agreement and Exhibit A printed on
pages 4037 thru 4041 of this Journal.]

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

Acceptance of Bid for Purchase of Board of Education
Property at Nos. 4521 S. Tripp Av./ 4215 W. 45th Pl.

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

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

(Continued on page 4042)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department"), and Chicago Communication Service Inc., an Illinois corporation (the "Company").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to acquire certain land and construct improvements thereon and acquire certain machinery and equipment, to be used by the Company as a facility for the installation of electronic and communication equipment, including car telephones, 2-way radios and pagers (the "Project") in the City of Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$1,200,000 (the "Bonds") to pay costs of the project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and

has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

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

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

3. Undertakings on the Part of the Company. Subject to the conditions above stated, the Company agrees as follows:

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

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into one or more revenue agreements, as defined in the Ordinance, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the

same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, construction and installation of the Project or after payment of all costs of acquisition, construction and installation of the Project, whichever is later, the Company (1) will furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, construction and installation of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

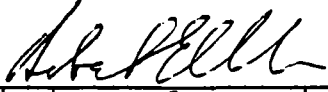
(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City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

(b) All costs and expenses in connection with the financing and acquisition, construction and installation of the Project, including the reasonable fees and expenses of counsel to the City and the Department, bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement

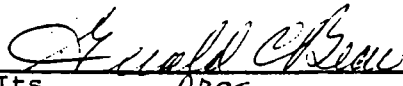
and the performance by the City of its obligations hereunder and will pay upon demand the reasonable preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 8th day of November, 1983.

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

By 
Commissioner of Economic Develop-
ment of the City of Chicago

CHICAGO COMMUNICATION SERVICE INC.

By 
Its PRES

(SEAL)

Attest:

Its _____

EXHIBIT ANOTICE OF PUBLIC HEARING

Notice is hereby given that on _____, 1983, at _____: _____ M., in _____, Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not to exceed \$1,200,000 Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be loaned to Chicago Communication Service Inc., an Illinois corporation (the "Company"), to acquire certain land and construct improvements thereon and acquire certain machinery and equipment, said facilities to be used by the Company as a facility for the installation of electronic and communication equipment, including car telephones, 2-way radios and pagers, to be located at the southeast corner of Madison and Morgan Avenues, Chicago, Illinois (Parcel 1A in Madison-Racine Renewal Project Area).

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Company (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No owner of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Room 2800, Chicago, Illinois 60602, until _____, 1983. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 1983.

/s/ _____
Commissioner of Economic Development
Department of Economic Development of
the City of Chicago

(Continued from page 4036)

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

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

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Greater Chicago Food Depository, 14 N. Peoria Street, Chicago, Illinois 60607, in the amount of \$600,000.00 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Appraisal Associates Incorporated	\$735,000
June 16, 1983	

Terrence O'Brien Company	\$735,000
September 7, 1983	

now, therefore

Be It Ordained By The City Council Of The City Of Chicago:

SECTION 1. The City of Chicago hereby accepts the bid of Greater Chicago Food Depository to purchase said building and land described as follows, to-wit:

Lot 134 and Lot 135 and a part of Lot 136, together with that part of the vacated alley lying West of and adjoining said Lots 134 and 135 and part of Lot 136, all in Fredrick H. Bartlett's 47th Street Subdivision of Lot "C" in Circuit Court Partition in Section 3, Township 38 North, Range 13 East of the Third Principal Meridian and consisting also of a part of Lot "B" in the Circuit Court Partition of the South half and that part of the Northwest quarter lying South of the Illinois and Michigan Canal Reserve, of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Chicago, Cook County, Illinois, according to the plat of said Circuit Court Partition recorded in the Office of the Recorder of Cook County, Illinois, in Book 67 of Plats, Page 44, on April 29, 1897, as Document No. 2530529, said parcel of land being bounded and described as follows: Beginning at the point of intersection of the East line of S. Tripp Avenue, (a private street) said East street line being a line 1008.93 feet East from and parallel with the North and South centerline (hereinafter defined) of said Section 3 with the South line of W. 45th Street, (a private street) said South street line being a line 1366.32 feet south from and parallel with the East and West center line (herein after defined) of said Section 3, and running thence East along said South street line a distance of 191.46 feet to its intersection with the East line of said Lot "B"; thence South along said East lot line a distance of 0.57 feet to its intersection with a Westward extension of the North line of said Lot 134; thence East along said Westward extension and along said North lot line a distance of 98.61 feet to the Northeast corner of said Lot 134; thence South along the East line of said Lots 134, 135 and 136 a distance of 393.05 feet to a point 106.95 feet North from the Southeast corner of said lot 136; thence West along a straight line a distance of 290.89 feet to a point on the east line of said S. Tripp Avenue (a private street) which is 1761.76 feet South from said East and West Center line of Section 3, and thence North along said East street line a distance of 395.44 feet to the point of beginning,

which property has a frontage of 395.44 feet on S. Tripp Avenue (private), 290.07 feet on W. 45th Place (private), containing an area of approximately 114,551 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in Trust For The Use of Schools in and to said school property and to deliver said deed to the City Comptroller.

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

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

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

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--48.

Nays--None.

COMMITTEE ON LOCAL TRANSPORTATION.

Authority Granted for Construction and Maintenance by C.T.A. of Bus Passenger Shelters at Sundry Locations.

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, December 15, 1983.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on December 6, 1983) for the construction and maintenance of three bus passenger shelters within the public right-of-way at--

<i>Location</i>	<i>Direction</i>	<i>Ward</i>
W. 35th Street and S. Rockwell Street	eastbound	12th
N. Damen Avenue and W. Wellington Avenue	southbound	32nd
W. Irving Park Road and N. Long Avenue,	eastbound	38th

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) VITO MARZULLO,
Chairman.

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

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--48.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Chicago Transit Board of Chicago Transit Authority has determined by experience the necessity of erecting shelters for the convenience of bus passengers; and

WHEREAS, Chicago Transit Authority is funded by grants previously allocated by the Urban Mass Transportation Administration and the Illinois Department of Transportation; and

WHEREAS, Chicago Transit Authority has selected as sites those bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in the site selection; and

WHEREAS, Chicago Transit Authority has prepared the necessary specifications and has advertised for bids to fabricate the shelters through the normal procedures of Chicago Transit Authority; now, therefore,

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

SECTION 1. That the construction of bus shelters at the following three bus locations within the public right-of-way of the City of Chicago is hereby approved:

<i>Street</i>	<i>Intersection</i>	<i>Direction</i>	<i>Ward</i>
35th	Rockwell	EB	12
Damen	Wellington	SB	32
Irving Pk.	Long	EB	38

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago's Department of Streets and Sanitation, Bureau of Streets for work necessary to install and maintain the bus shelters.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of these bus shelters.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of these bus shelters.

SECTION 1d. The Chicago Transit Authority shall remove or relocate these shelters at their sole expense within ten (10) days when so ordered by the City of Chicago's Department of Streets and Sanitation.

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

**Authority Granted to Install, Maintain and Operate Motorbus
Route on N. Clarendon Av. etc.**

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, December 15, 1983.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on December 6, 1983) for consent and permission of the City of Chicago to install, maintain and operate a motorbus route on N. Clarendon Avenue from W. Irving Park Road to N. Broadway as part of Chicago Transit Authority's bus route authorized by the ordinance passed by the City Council on April 23, 1945, as amended, 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) VITO MARZULLO,
Chairman.

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

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on N. Clarendon Avenue from W. Irving Park Road to N. Broadway as part of Chicago Transit Authority's bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago, on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

**Authority Granted for Establishment of Bus Stand on N. Broadway
and N. Clarendon Av.**

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, December 15, 1983.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on December 6, 1983) for the establishment of a bus stand on N. Broadway/N. Clarendon Avenue (east curb) from a point 110 feet north of the north property line of W. Sheridan Road to a point 105 feet north thereof, 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) VITO MARZULLO,
Chairman.

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

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

<i>Public Way</i>	<i>Area</i>
N. Broadway/Clarendon Ave. (east curb)	From a point 110 feet north of the north property line of Sheridan Road to a point 105 feet north thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading and unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense."

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

**Chicago Transit Authority Memorialized to Construct
Bus Passenger Shelter at Designated Location.**

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, December 15, 1983.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration an order (which was referred on December 6, 1983) authorizing and directing the Committee to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the southeast corner of W. 47th Street and S. Kedzie Avenue, begs leave to recommend that your Honorable Body Pass the said order, which is transmitted herewith.

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

Respectfully submitted,
(Signed) VITO MARZULLO,
Chairman.

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

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--48.

Nays--None.

The following is said order as passed:

Ordered. That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of "Bus Passenger Shelter" on the southeast corner of W. 47th Street and S. Kedzie Avenue.

**Chicago Transit Authority Memorialized to Construct Bus
Passenger Shelter at Designated Location.**

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, December 15, 1983.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration an order (which was referred on November 23, 1983) authorizing and directing the Committee to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the south side of S. Archer Avenue at the intersection of S. Linder Avenue, begs leave to recommend that Your Honorable Body *Pass* the said order, which is transmitted herewith.

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

Respectfully submitted,
(Signed) VITO MARZULLO,
Chairman.

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

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--48.

Nays--None.

The following is said order as passed:

Ordered. That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the south side of S. Archer Avenue at the intersection of S. Linder Avenue.

**Chicago Transit Authority Memorialized to Construct Bus
Passenger Shelter at Designated Location.**

The Committee on Local Transportation submitted the following report which reads as follows:

CHICAGO, December 15, 1983.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration an order (which was referred November 23, 1983) authorizing and directing the committee to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the triangular island located on S. Archer Avenue (south side) at the intersection of W. 47th Street, begs leave to recommend that Your Honorable Body *Pass* the said order, which is transmitted herewith.

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

Respectfully submitted,
(Signed) VITO MARZULLO,
Chairman.

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

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--48.

Nays--None.

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the triangular island located on S. Archer Avenue (south side) at the intersection of W. 47th Street.

COMMITTEE ON COMMITTEES AND RULES.

Action Deferred--ON PROPOSED RESOLUTION CONCERNING APPOINTMENT
OF ALDERMAN JOSEPH KOTLARZ AS MEMBER AND CHAIRMAN OF
COMMITTEE ON CLAIMS AND LIABILITIES.

The Committee on Committees and Rules submitted a report which was, on motion of Aldermen Vrdolyak and Stemberk, *Deferred* and ordered published:

CHICAGO, December 14, 1983.

To the President and Members of the City Council:

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body *Pass* the proposed resolution, transmitted herewith (referred on August 31, 1983) for the vacancy existing in the chairmanship of the Committee on Claims and Liabilities; Alderman Joseph Kotlarz is hereby designated as a member of the Committee on Claims and Liabilities and as Chairman thereof.

This recommendation was concurred in by 7 members of the committee with 3 dissenting votes.

Respectfully submitted,
(Signed) FRANK D. STEMBERK,
Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

Whereas, A vacancy exists in the Chairmanship of the Committee on Claims and Liabilities; and

Whereas, The Rules of Order of the City Council of the City of Chicago provide for the membership of aldermen on standing committees and the chairman of such committees; now, therefore,

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

Alderman Joseph Kotlarz of the 35th Ward is hereby designated as a member of the Committee on Claims and Liabilities and as Chairman thereof.

**JOINT COMMITTEE ON CLAIMS AND LIABILITIES AND
COMMITTEES AND RULES.**

Action Deferred--ON PROPOSED SMALL CLAIMS FOR PAYMENTS OF
MISCELLANEOUS REFUNDS, COMPENSATIONS FOR PROPERTY
DAMAGE, ETC.

The Joint Committee on Claims and Liabilities and Committees and Rules submitted the following report which was on motion of Alderman Bloom and Alderman W. Davis *Deferred* and ordered published:

CHICAGO, December 14, 1983.

To the President and Members of the City Council:

Your Committee on Committees and Rules and Committee on Claims and Liabilities begs leave to recommend that Your Honorable Body *Pass* the proposed small claims transmitted herewith: 360 claims to be allowed, and 555 claims to be disallowed.

This recommendation was concurred in by 15 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) FRANK D. STEMBERK,
Chairman.

[Proposed Small Claims which are recommended *Pass* and *Do Not*
Pass are printed on pages 4050 thru 4114
of this Journal.]

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred--PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

(Continued on page 4115)

(PROPOSED PASSED CLAIMS.)

ORDERED, That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Department of Fire

Account No. 100.9112.934
Damage to vehicle

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
0720-Eugene Mucha 3543 W. Belmont Chicago, Illinois 60618	7-7-83 1983 at Montrose Ave.	\$1,000.00

December 16, 1983

REPORTS OF COMMITTEES

4051

Department of Police

Account No. 100.9112.934
Personal Injury

Name and Address

Date and Location

Amount

3882-Wayne Hester
35 N. Mason
Chicago, Ill. 60644

11-9-82
35 N. Mason St.

\$ 112.00

Department of Police

Account No.100.9112.934
Damage to vehicles

<u>Name and Address</u>	<u>Date and Location</u>	<u>Amount</u>
3636-American Hardware Mutual Ins. Co. & Champion Cycle Center 155 N. Northwest Hgwy Park Ridge, Ill. 60068	2-28-82 3634 N. Western Ave. 02 - 689207	\$ 458.00
3808-State Farm Ins. & Larry & Audrey Wright 5676 S. Archer Chicago, Illinois 60638	6-26-82 4951 W. Madison St. 8419-256	426.88
3949-Curtis A. Young, Sr. 2103 S. Christiana Ave. Chicago, Illinois 60623	3-23-82 2103 S. Christiana Ave.	45.00
4193-State Farm Ins. Co & Fransisco Teodoro 5676 S. ARcher Ave Chicago, Illinois 60638	5-1-82 6121 S. Racine	400.62
4213 State Farm Ins. & Thomas & Patricia Henderson 5676 S. Archer Ave Chicago, Illinois 60638	1-21-83 1300 W. 61st St. 13 8405-255	207.52
4377-State Farm Ins Co & Richard Opila 5676 S. Archer Ave. Chicago, Illinois 60638	6-27-82 Navy Pier 13 8419 241	199.62
4929-Aetna Life & Cas. Co & Hezekiah Rush P.O. Box 1512 1020 31st St. Downers Grove, Ill 60515	2-3-83 69th & Halsted S 208ACP	815.42

Department of Streets & Sanitation

Account No. 100.9112.934
Damage to vehicles

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
4478-Leroy Jemison 5442 W. Cortland Chicago, Illinois 60639	2-10-83 Parking Station #8	\$ 250.00
4489-Jerome Goldstick 4415 N. Greenleaf Lincolnwood, Ill 60646	2-2-83 40 ft. South of 412 N. Orleans	70.65
1136-Mrs. E. Trzesniak 5521 S. Mulligan Ave. Chicago, Illinois 60633	10-7-83 5051 W. 55th St.	80.00
1269-Philip Levy 817 W. Hutchinson Chicago, Illinois 60613	10-29-81 3 N	100.00
0009-Ann Egdorf 630 Dalewood Lane Hinsdale, Ill 60521	3-1-83 Parking Station #9	347.00
0133-Allstate Ins. Co. & Chester Stiwak P.O. Box 127 Skokie, Ill 60077	9-1-82 6444 S. Central Ave. 4181167323	302.38
0140-General Accident Ins. & Lynn V. Izzo 223 W. Jackson Blvd. Chicago, Illinois 60606	3-18-83 120 N. LaSalle 2N 53063	266.67
0276-Pearl C. Ragins 6335 N. Avers Chicago, Illinois 60659	5-3-83 Belmont & Western	375.00
0298-Allstate Ins. Co & Charles Murray 2555 N. Central Ave. Chicago, Illinois 60639	4-13-83 3321 S. Ashland Ave. 1838530135	784.05
0299-Allstate INS. Co & George August P.O. Box 127 Skokie, Ill 60076	3-23-83 Grand & Menard 2500225178	1,135.71

0381-State Farm Ins. Co & Rosalinda Soto 5676 S. Archer Ave. Chicago, Illinois 60638	1-27-83 100 Block of S. Michigan Ave. 13 9443 401	\$ 381.13
0442-John R. Albergo 6717 S.Cregier Ave. Chicago, Illinois 60649	5-9-83 419 N. DesPlaines St.	88.00
0529-Renee Peters 2200 W. Granville Chicago, Illinois 60659	5-2-83 Garage #9	229.15
0601-Martha Ann Vasquez 5031 S. Hermitage Ave. Chicago, Illinois 60609	5-9-82 53 Wood Street	240.00
0656-Michael O. Sorensen 726 Belvidere St. Waukegan, Ill. 60085	4-22-83 Halsted Between Adams & Jackson	275.00
0665-Zurich Ins.Co & Sidney Laner & Co. 120 S.Riverside Plaza 14th Fl Chicago, Ill. 60606	5-24-83 5317 N.Lincoln Ave.	1,366.87
0667-Cobrinne Warstat 3310 N.Oriole Chicago, Illinois 60634	6-28-83 Artril W. of Milwaukee Ave.	300.00
0669-Patrick J. Vercauten 1626 W. 6th Ave. Oakhosh, Wis. 54901	6-15-83 Parking Facility #9	310.00
0672-Mary Stewart 3700 S.King Drive 3rd Fl. Chicago, Illinois 60653	7-8-83 400 E. 37th St.	628.50

Department of Streets & Sanitation

Account No.100.9112.934
Damage to Property

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
04829-Western States Ins. Co & Wasyl Tarasenko P.O.Box 860 Freeport, Ill 61032	1-31-83 1044 N.Oakley Blvd 5723939	\$ 238.75
0300- Allstate Ins. Co & Fred Bartucci P.O.Box 810 Arlington Heights, Ill 60004	3-21-83 2036 N. Harlem 48561532	142.60
0513- Carmella Morissi 1149 W. Taylor St. Chicago, Illinois 60607	5-10-83 1149 W. Taylor St.	500.00
0514-Frank Villanueva 4213 W. 47th St. Chicago, Illinois 60632	4-5-83 4213 W. 47th St.	150.00

Department of Water

Account No. 200.9112.934
Damage to Property

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
4159-Allstate Ins. Co. & Booker Corbett P.O.Box 127 Skokie, Ill 60077	9-30-82 36th & Prairie 2528912682K12	\$118.00
0211- Peoples Gas Light & Coke Co 122 S. Michigan ave Chicago, Illinois 60603	3-24-83 1839 N. Sheffield Ave. 83-0-38	521.00
0219-Peoples Gas Light & Coke Co. 122 S. Michigan Ave. Chicago, Illinois 60603	10-13-82 1164 W. Madison St. 83-0-16	702.00
0310-Peoples Gas Light & Coke Co. 122 S. Michigan Ave. Chicago, Ill 60603	11-17-82 2314 N. Greenvew 82-0-134	478.00
0476-Peoples Gas Light & Coke Co. 122 S. Michigan Ave. Chicago, Illinois 60603	2-11-83 24th & Sacramento Av. 83-0-54	494.00
0477-Peoples Gas Light & Coke Co. 122 S. Michigan Ave. Chicago, Illinois 60603	2-28-83 Hamilton & Gladys 83-055	948.00
Peoples Gas Light & Coke Co 122 S. Michigan Ave. Chicago, Illinois 60603	3-22-83 347 W. 29th Pl 83-0-56	276.00
0479=Peoples Gas Light & Coke Co 122 S. Michigan Ave Chicago, Illinois 60603	4-27-83 1028 N. Francisco Ave.	301.00

December 16, 1983

REPORTS OF COMMITTEES

4057

Department of PURchasing

Account No.100.9112.934
Services Rendered

<u>Name and Address</u>	<u>Fee Dates</u>	<u>Amount</u>
1027-Lindahl Brothers Inc. 622 E. Green Street Bensenville, Illinois 60106	3-13-79 to 4-3-79	\$9,160.00

Department of Streets & Sanitation

Account No.100.9112.934
Damage to Property

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
04829-Western States Ins. Co & Wasyi Tarasenko P.O.Box 860 Freeport, Ill 61032	1-31-83 1044 N.Oakley Blvd 5723939	\$ 238.75
0300- Allstate Ins. Co & Fred Bartucci P.O.Box 810 Arlington Heights, Ill 60004	3-21-83 2036 N. Harlem 48561532	142.60
0513- Carmella Morissi 1149 W. Taylor St. Chicago, Illinois 60607	5-10-83 1149 W. Taylor St.	500.00
0514-Frank Villanueva 4213 W. 47th St. Chicago, Illinois 60632	4-5-83 4213 W. 47th St.	150.00
4425-Edgebrook Motel Inc. 6401 W. Touhy Ave. Chicago, Illinois 60648	4-13-81 6401 W. Touhy Ave.	412.00

ORDERED, That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Department of Claims & Liabilities	Account No.100.9112.934
Department of Animal Care & Control	Damage to vehicle

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
0629-Allstate Insurance Co., and Miller & Johnella Sherley 8720 Hermitage Ave. P.O.Box 127 Skokie, Illinois 60077	6-10-83 252-899898 6	\$ 532.82

Department of Finance

Account No.100.9112.934
Various License Refunds

<u>Name and Address</u>	<u>License No.</u>	<u>Amount</u>
0043-Sun Hee Yoo 4404 N.Milwaukee Chicago,Illinois 60630	K 68444 Food	\$ 150.00
0240-Thomas J.Di Gunia 2346 W. 18th Place Chicago,Illinois 60608	K 71148 Tobacco	80.00
0632-Cynthia G. Ronnberg 756 W. Bittersweet Pl. Chicago,Illinois 60613	29332 - Dog	5.00
0883-Lester B. Baylis 2526 E. 75th St. Chicago,Illinos 60649	6475 Liquor	669.00
0924-First Impressions Studio Inc. 1346 S. Michigan Ave. Chicago,Illinois 60605	K 39348 Amusement	225.00

Department of Fire

Account No.100.9112.934
Damage to Property and/or
Vehicles

<u>Name and Address</u>	<u>Date and Location</u>	<u>Amount</u>
4320-Betty Jean Davis 5325 S. Indiana Chicago, Illinois 60615	12-26-82	\$ 375.95
1680-State Farm Ins. Co. & Edward Liddell 5676 S.Archer Avenue Chicago, Illinois 60638	9-28-81 83rd & Cottage Grove 13-8377-297	441.91
3960-Arlene Fisher 8111 S. Wolcott Chicago, Illinois 60620	8-5-82 8100 S.Wolcott	163.00
4795-Josephine Ward 354 S.Lavergne Avenue Chicago, Illinois 60644	6-21-82 354 S.Lavergne Ave.	229.00
4919-Donald G. Brungard 38W443 Woodhill Lane St.Charles, Illinois 60174	1-26-83 Cumberland & Talcott	600.00
0019-Allstate Ins. Co & James A. Roland P.O.Box 127 Skokie, Illinois 60677	4-1-81 47th & Dan Ryan	448.76

Department of Streets & Sanitation
Bureau of Forestry

Account No.100.9112.934
Damage to Vehicle and/or
Property.

<u>Name and Address</u>	<u>Date and Location</u>	<u>Amount</u>
4323-Thomas J. Hola 5303 S. Millard Chicago, Illinois 60632	2-23-83 5304 S. Millard	\$ 260.00
4325-Willie Auterberry 1235 N. Waller Chicago, Illinois 60651	1235 N. Waller Ave	150.00
4326-Louise Amburgey 3515 N. Leavitt Chicago, Illinois 60618	1-3-83 1906 Roscoe	100.00
4328-Edward Jalloway 11126 S. Cottonwood Palos Hills, Ill. 60405	11-30-82 4864 Archer Ave	72.00
4330-Rosemary Gabe 10910 Hoxie Avenue Chicago, Illinois 60617	9-23-82 10912 Hoxie Ave.	250.00
4332-Robert Radtke 6021 S. Normandy Ave Chicago, Illinois 60638	8-24-82 6021 S. Normandy	350.00
4336-Everett Burnett 8723 S. Winchester Chicago, Illinois 60620	12-14-82 6228 S. Marshfield	46.00
4337-Vincent Blume 4738 N. Kilbourne Chicago, Illinois 60618	12-8-82 2148 Cullom	200.00
4799-Mack Nixon 8919 S. Normal Avenue Chicago, Illinois 60620	11-11-82 8919 S. Normal Ave.	250.00
4968-Irene M. Wilson 32 E. 117th Street Chicago, Illinois 60628	10-21-82 32 E. 117th St.	225.00

Department of Police

Account No.100.9112.934
Damage to Property

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
1165-John W. Keefe & Law Center, Ltd. 32 W.Randolph St.Suite 950 Chicago, Illinois 60601	5-21-79 18th Street Lockup	\$ 850.00
3707-George W. Watson 1144 E. 67th St. Chicago, Illinois 60637	1-31-81 1144 E. 67th St.	175.00
4134-Ervin Stephens & Atty Ruthanne DeWolfe 343 Dearborn - Suite 700 Chicago, Illinois 60604	5-22-80 2nd District Police	110.00
4199-Mable Flowers 1645 S.Lawndale Chicago, Illinois 60623	11-5-82 1645 S.Lawndale Ave.	146.00
4398-Catherine Mahan 3639 W.Thomas St. Chicago, Illinois 60651	1-31-83 3643 W.Thomas	200.00
4400-Magnolia Myles 243 W.113th St. Chicago, Illinois 60628	1-8-83 243 W.113th St.	200.00
4401-U.S.D & G For Joseph Bonnan 170 W. Jackson Blvd. Chicago, Illinois 60604	11-9-82 3424 S.Lowe Ave. 1200F 015370 00 1	437.50
4405-Vladimir O Deljanin 310 S.48th St. Bellwood Illinois 60104	1-14-81 1504 W.17th St.	175.00

Department of Police

Account No.100.9112.934
Damage to vehicles

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
2798-Hilman Truss Jr. 1629 E. 91st Place Chicago, Illinois 60617	6-8-82 66th & Martin King Drive	\$ 900.00
3263-Allstate Ins.Co & Mary Atwood P.O.Box 127 Skokie, Illinois 60077	6-28-82 Armitage & Washtenaw 1237659816 M	947.50
3631-Anne McLaughlin 3138 N.Leavitt Chicago, Illinois 60618	9-3-82 Pound #3	500.00
3710-Employers Mutual Companies & Frances J.Valentine Atty. 221 N.LaSalle St&(Gayle N. Fujii) Chicago, Illinois 60601	3-8-82 2244 W.Foster Ave.,	780.85
3807-Allstate Ins. Co & Jesse Collier P.O.Box 127 Skokie, Ill. 60077	7-30-82 55th & Wentworth 2528887561 FSK	450.77
3861-Leopoldo Suarez 2936 W.25th Place Chicago, Illinois 60623	12-17-78 2935 W. 25th Place	300.00
3884-Allstate Ins. Co & Richard Nowakowski P.O.Box 127 Skokie, Illinois 60077	3-6-82 2452 W.Belmont 123-1218239 WW1	277.27
3946-Christopher Kwiecinski 1460 N.Sandburg Terrace #1711 Chicago, Illinois 60610	Pound #5	86.00
3947-Montgomery Ward Ins.Co & Malvin Thomas 20060 Governors Drive Olympia Fields, Ill. 60461	8-29-82 643 W. 64th St. 0094416-8	389.92

December 16, 1983

REPORTS OF COMMITTEES

4065

3948-Dale Sanders 622 E. 67th St. Chicago, Illinois 60637	6-10-82 1745 S. LaSalle St.	\$ 300.00
3968-William C. Wills 8959 S. Phillips Ave. Chicago, Illinois 60617	12-7-82 Pulaski & Madison	438.00
3972-David F. Bauer 4104 S. Campbell Chicago, Illinois 60632	9-1-82 45th & S. Rockwell	399.80
3976-Royal Ins. Co & Quast and Company 327 S. LaSalle St. Chicago, Illinois 60602	5-26-82 Lower Wacker & Harrison 2 P 636 E88287	433.35
4029-Gerald Watkins 5228 W. Jackson Blvd Chicago, Illinois 60644	10-19-82 Thomas St. Between Lawler & Lavergne	200.00
4032-Carrie Pearson 613 E. 107th St. Chicago, Illinois 60628	10-13-83 610 E. 107th St.	110.00
4034-Hartford Ins. Co & Harold J. Burdon 100 S. Wacker Drive Chicago, Illinois 60606	6-7-82 O'Hare Parking Lot 491 AC 03166	148.48
4035-Nathaniel W. Floyd 2712 W. Van Buren St. Chicago, Illinois 60612	12-22-82 5520 W. Washington	500.00
4037-Allstate Insurance Co & Ms. Bohannon P.O. Box 127 Skokie, Illinois 60077	4-7-82 Sawyer & Fullerton 183842456 0	237.79
4194-Richard McGraw 104 Woodbine Ave. Wilmette, Illinois 60091	10-31-82 Sheridan Rd at Pratt St.	110.39
4349-American Family Ins & Larry & Susan Hill 1501 Woodfield Rd. Schaumburg, Ill. 60657	12-2-82 800 Block of W. Webster 671-031316-S	221.21
4353-Allstate Ins. Co & June Moore 9730 S. Western Ave. Suite 824 Chicago, Illinois 60642	12-23-82 64th & Cottage Grove 2528927516	1,136.14

4358-James F. Hogan 2537 W. 110th Place Chicago, Illinois 60655	10-29-82 Chicago Ave near Rush	\$ 200.00
4364-Octavio Hernandez 1645 N. Wolcott Ave Chicago, Illinois 60622	1-30-83 201 S. Western Ave.	700.00
4365-Economy Fire & Cas. Co. and Nancy Shaski 500 Economy Court Freeport, Ill. 61032	9-17-82 107th & Longwood Drive FFA01-930-7	401.09
4388-Thomas Edward Kovanko 5219 W. Schubert Chicago, Illinois 60639	1-17-83 Caldwell & Central	1,000.00
4393-Mary K. Letourneau 7943 S. Richmond Chicago, Illinois 60652	1-24-83 103rd St. East of Central Park Ave.	1,000.00
4821-Allstate Ins. & Jimmie Phillips 7770 Frontage Road P.O. Box 127 Skokie, Illinois 60077	2-4-83 206 W. 69th St. 270-79-3394-7	917.39
4822-Allstate Ins. Co & Phillip Jackson P.O. Box 127 Skokie, Ill 60077	2-3-83 55th & Wentworth 2528955053	280.99
4823-Allstate Ins. Co & Giovanni Carlino P.O. Box 127 Skokie, Ill. 60077	1-8-83 Addison & Pulaski 1231285527 FSD	242.27
4978-Allstate Ins. Co & Thomas Washington P.O. Box 127 Skokie, Ill. 60077	10-27-82 6810 S. Wood Street 418 1185812M	419.15
4880-Checker Taxi Co & Dinkes, Soll & Dinkes 179 W. Washington St. Chicago, Illinois 60602	1-10-83 1541 E. 87th St. C-83-114	177.75
4928-Anastasios Berdusis & Louis Papagelis 9147 S. Harlem Bridgeview, Ill 60455	3-11-83 Kennedy Expressway	300.00

December 16, 1983

REPORTS OF COMMITTEES

4067

4937-Timothy J. Somers 1340 W.School Street Chicago, Illinois 60657	1-27-82 Pound #5	\$ 39.00
4976-Lewis W. Cass Jr. 11606 S.Justine Avenue Chicago, Illinois 60643	1-24-82 1349 W. 61st St.	600.00
4977-Carl Alexander 1508 W. Garfield Chicago, Illinois 60636	2-18-83 W.15th St & S. Christiana Ave.	800.00

4068

December 16, 1983

JOURNAL--CITY COUNCIL--CHICAGO

\$1,114.18

1696-Allstate Ins. Co &
Edward Shulman
P.O.Box 127
Skokie, Ill. 60077

2-18-82
Grand Ave & Orleans
1018986289B08

Department of Streets & Sanitation

Account No.100.9112.934
Damage to Vehicles

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
2673-Helene Taibleson 2747 W. Fitch Chicago, Illinois 60645	5-1-82 Devon & Kedzie	\$ 300.00
3046-Edward Wilburn 10609 S.Union Avenue Chicago, Illinois 60628	2-25-82 559 W.103rd St.	400.00
3123-Jack Wolff 32 N. State St. Chicago, Illinois 60602	8-23-82 11 N. Wacker Dr.	155.00
3193-John C. Marcin 3534 W. Diversey Ave Chicago, Illinois 60647	8-10-82 Parking Facility #5	82.60
3494-State Farm Ins. Co & R.Manningding 2645 W.Addison St. Chicago, Illinois 60612	6-8-82 1604 W.Thome St. 13-3557-646RV	1,190.98
3605-Marcus Pollner 244-19 73rd Ave Douglaston, New York 11362	9-5-82 Towing	279.00
3657-Fireman's Fund Ins.Co. & Michael's Cooperage Co. Inc. 200 W. Monroe St. Chicago, Illinois 60606	8-26-81 39th & Halsted St.	425.00
3798-Reliance Ins.Co & Italian Village Restaurant & Forest F. Bayard Atty. 150 N. Wacker Dr. #2570 Chicago, Illinois 60606	10-31-80 840 Altegeld St. 051-80-03647	685.15
3858-Robert E. Healy 7304 N. Oleander Avenue Chicago, Illinois 60648	7-8-82 3800 W. On Eisenhower Ex.	191.00
3897-Gary Hoberman 6256 N. Whipple Chicago, Illinois 60629	11-26-82 3032 W.Rosemont Ave.	479.00

3943-Catherine Hannah 8227 S.Crandon Ave Chicago, Illinois 60617	9-16-82 18th & State St.	\$ 180.00
4071-Noel Gilles 3242 S. Union Ave. Chicago, Ill. 60616	10-12-82 3242 S.Union Ave.	85.00
4012-Raymond J. Sulikowski 3117 N.Washtenaw Chicago, Illinois 60632	12-20-82 Western Ave & Madison St.	750.00
4060-Joseph P. Michihara 4922 W. School St. Chicago, Illinois 60641	7-24-82 2520 W.Irving Park Rd.	157.82
4153-Elizabeth B. Smith 7516 N.Hoyne Ave. Chicago, Illinois 60645	10-22-82 28 S.Wabash to 200 Block of Washington Tow	85.00
4216-John Sieder 7059 N. Wolcott Ave. Chicago, Illinois 60626	10-5-82 Campbell near Brand Ave.	400.00
4229-Industrial Fire & Nettie Edwards 137 N. Oak Park Ave. Oak Park, Ill 60301	10-2082 Magnolia & North Aves.. 211525	266.52
4235-Elizabeth A. Gallo 2502 73rd Court Elmwood Park, Ill. 60635	9-16-82 5605 W.Montrose Ave.	160.00
4245-Allstate Ins.Co & Eileen O'Regan P.O.Box 127 Skokie, Ill. 60646	10-8-82 809 W. Webster	129.34
4246-Allstate Ins.Co & Charles Labanics, P.O.Box 127 Skokie, Ill. 60077	7-20-82 95th & Dan Ryan 270-78-2581-2	331.58
4348-Donna A. Bonkowski 2404 N. Lorel Ave Chicago, Illinois 60639	12-26-82 City Pound	221.00
4431-Alma Brealand 6811 S. Ada Street Chicago, Illinois 60636	11-29-82 419 W.Marquette Rd.	48.00

4433-Raymond R. Bisig 6432 N. Campbell Chicago, Illinois 60645	12-10-82 2520 W. Archer Ave.	\$ 175.00
4435-Matthew Vaughn 7541 S. East End Chicago, Illinois 60649	1-14-83 1544 E. East End St.	219.31
4440-Derrick Hodge 8555 S. Drexel Chicago, Ill. 60619	1-23-83 9300 Burnside & St. Lawrence	709.28
4441-Allstate Ins. Co & Farah I Hani P.O.Box 127 Skokie, Ill. 60077	10-26-82 Waveland & Damen	532.11
4444-Allstate Ins. Co & Al's Sheet Metal P.O.Box 127 Skokie, Ill. 60077	1-12-83 Foster & Central 1231288893	355.24
4446-Allstate Ins. Co & Randolph Cintron 250 N. Ahadeland Ave Indianapolis, Ind. 46219	1-17-83 1824 N. California 2209204490	1,160.67
4449-George Kase 516 Fifth St. Wilmette, Ill. 60091	12-1-82 7527 N. Clark St.	450.00
4450-Norman Keller 206 N. Prospect Roselle, Ill. 60172	1-18-83 LaSalle Parking Garage	167.00
4454-Eddie Johnson 8524 S. Woodlawn Ave. Chicago, Illinois 60619	12-6-82 Garage #8	198.00
4458-Intermodel, Inc. 3600 S. Kostner Ave. Chicago, Illinois 60632	10-29-82 Archer & Canal	75.00
4482-Laura Kajmowicz 2614 W. 83rd Place Chicago, Illinois 60652	1-17-83 2040 W. 43rd St.	262.00
4493-LeMar Reginald Ford, M.D. 1755 E. 55th St. Apt 1202 Chicago, Illinois 60615	2-12-83 79th & Langley	32.00
4496-R.R. Donnelly & Sons Co 350 E. 22nd St. Chicago, Ill. 60616	1-26-83 24th & Cottage Grove	700.00

4497-Melton J. Dorris 6342 Defiance St. Portage, In. 46368	1-6-83 Garage No.5	\$ 228.75
4498-Philip DePino 8904 Jody Lane DesPlaines, Ill 60016	1-30-83 Belmont & Central	70.39
4514-Michael J. Mohr 7055 N. Ravenswood Chicago, Illinois 60626	1-11-83 6950 Ravenswood	200.00
4519-Dorothy C. Thomas 4042 E. 112th St. Chicago, Illinois 60617	1-10-83 4042 E. 112th St.	141.00
4533-Carla J. Spencer 838 Glenwod Dyer Rd. Glwnwood Ill 60425	1-19-83 735 W. Irving	40.64
4536-Sentry Ins. Co & Michael Greenberg P.O.Box 2025 Aurora, Ill. 60507	10-20-82 120 S. LaSalle St. C70A151202-60	985.76
4539-Cindy Schrieber 2812 N. Cambridge Chicago, Ill. 60657	2-21-83 450 E. Ontario	56.00
4541-Anthony Taylor 8117 S. Muskegon Ave. Chicago, Illinois 60617	10-22-82 8157 S. Escanaba	350.00
4560-Walter Davis 1488 S. Kolin Ave Chicago, Ill. 60623	11-25-82 1448 S. Kolin	400.00
4561-Perry J. Crylen 7747 S. Homan Ave. Chicago, Ill. 60652	11-11-82 6900 S. Western Ave.	100.00
4563-Kevin Coney 1375 W. 13th St. Chicago, Ill. 60608	10-13-82 96 S. Water Market	265.15
4567-Sharon Bykowski 1351 W. Walton St. Chicago, Ill. 60622	3-25-83 4655 W. Division	103.00
4578-Bo Clausen 643 W. Arlington Place Chicago, Illinois 60614	12-28-82 500 N. Michigan Ave.	261.00

4583-William Rivera 1907 W. Ohio Street Chicago, Ill 60622	2-23-83 531 N. Wolcott	\$ 196.00
4590-Anne A. Pudlo 114 Algonquin Rd. Clarendon Hills, Ill. 60514	12-5-82 1110 S. Sacramento	42.00
4596-Steven Todd Otopalik 65 Elm Acres Fond DuLac Wis 54935	11-24-82 Wacker & Lake Sts.	73.50
4605-Martin's Florist 1835 W. 47th St. Chicago, Illinois 60609	9-15-82 1835 W. 47th St.	187.50
4610-Tom L. Loiacono 5136 Jarlath Ave. Skokie, Ill. 60077	1-12-83 2247 N. Cicero	150.00
4611-Douglas Kurowski 1430 W. Melrose St. Chicago, Illinois 60613	10-12-82 1430 W. Melrose	119.00
4621-William E. Utes 1028 E. Aspen Court Lake Zurich, Ill 60004	1-21-83 Wacker & Michigan	98.00
4628-Nowak Tadense 4764 N. Virginia Chicago, Illinois 60625	1-7-83 Randolph & Sangamon	200.00
4633-Marguerite A. Soto 1830 S. 47th Court Cicero, Ill 60650	11-11-82 2452 S. Lawndale	700.00
4642-Don Robertson Box 32 Forest Park, Ill 60130	1-8-83 2717 W. 79th St.	300.00
4644-Allstate Ins. Co & Jack N. Stoops P.O. Box 127 Skokie, Ill 60077	10-24-82 Garage #5 1019157864	397.39
4667-Recovery Services Int. & League of Chgo Theatres 5745 N. East River Rd. Chicago, Ill 60631	8-4-82 Randolph & Clark Sts AllA362919-7	347.00
4690-John R. Healy 2207 W. 91st St. Chicago, Illinois 60620	2-8-83 325 W. 87th St.	84.00

4691-Annette Seaberg 2234 Greenleaf Chicago, Illinois 60645	1-29-83 6000 N. Pulaski	\$ 60.00
4779-Lejandro Rosa 2124 W. Wellington Ave Chicago, Ill 60618	6-12-82 Armitage & California	75.00
4843-Robert Kalebich 9213 S. Major Ave Oak Lawn Ill. 60653	3-02-83 103rd & Doty Avenue	800.00
4846-Martha E. Johnson 229 E. 87th Street Chicago, Illinois 60619	8-1-78 9836 King Drive	58.00
4847-Lhea Jacobs 100 N. LaSalle St. Chicago, Illinois 60602	2-15-83 Parking Garage #8	200.00
4850-Leona Harris 11822 S. LaSalle St. Chicago, Ill 60628	3-3-83 Parking Lot #8	105.00
4861-James W. Rankins 8725 S. Calumet Ave. Chicago, Illinois 60619	3-12-83 961 E. 84th Place	650.00
4863-Alfred L. Polenzani 10 S. Riverside Chicago, Ill 60606	10-25-82 11 W. Wacker Drive	158.00
4872-Anna Nash Foster 421 S. Harvey Oak Park, Ill 60302	9-23-82 875 N. Rush St.	178.00
4875-Michael Des Rosiers 4233 S. Washtenaw Ave. Chicago, Ill 60632	2-10-83 4233 S. Washtenaw Ave.	45.00
4941-Yvonne Harrison 7902 S. Paulina St. Chicago, Illinois 60620	3-3-83 120 N. LaSalle St.	200.00
4988-Seymour Young 9333 N. Lowell Ave. Skokie, Ill 60076	4-2-83 Lakeshore & Wilson Exit	92.00
4995-Trgre Hilgon 9723 S. Lowe St. Chicago, Illinois 60628	3-21-83 53rd & Cottage Grove	164.92

0002-Wayne f. Landrum 1002 W.103rd Place Chicago, Illinois 60643	8-11-82 Lower Wacker Dr.	\$ 400.00
0006-Terence F. Goggin 7934 S. Trumbull Chicago, Ill 60652	3-21-83 Lothar & Hoyne	687.00
0007-Juan Garcia 1114 N. California Chicago, Ill. 60622	2-28-82 120 N. LaSalle St.	67.00
0008-Richard T. Fay 1940 Farragut Chicago, Illinois 60640	3-15-83 5100 N. Western Ave.	1,300.00
0017-Allstate Ins. Co & Stanley Grzonka P.O. Box 127 Skokie, Ill 60077	3-22-83 7731 S. Chicago, Ave. 252-896970 8	309.80
0018-Jovan Karalaich 5048 N. Kimble Chicago, Illinois 60625	3-14-83 Addison & Broadway	211.15
0034-Richard Stramaglio 1313 W. Grand Avenue Chicago, Illinois 60622	4-4-83 Damen & Expressway	47.00
0100-Debra Tracy 1617 N. Mayfield Ave. Chicago, Illinois 60639	4-15-83 141 S. Austin Ave	45.00
0116-Bernice Nash 1152 E. 48th St. Chicago, Illinois 60615	4-6-83 4700 S. Lake Shore Drive	90.00
0117-Joyce Jones 2337 W. Cullom Chicago, Illinois 60618	4-30-83 Fullerton & Western	76.00
0120-Richard Harris 4800 S. Chicago Beach Dr. Chicago, Ill 60615	6-30-82 State & Wacker Parking Garage	194.00
0123-Michael Moore 5118 S. Borchester Chicago, Illinois 60615	5-2-83 120 N. LaSalle	86.00
0124-Joseph Sadllon 5221 W. 24th St. Chicago, Illinois 60650	4-23-83 Belmont & Ravenswood	245.00

0129-Carl E. Smith 11817 S. Normal Ave. Chicago, Ill 60628	6-23-83 Westbound on 55th St.	\$ 65.00
0138-Jack A. Feurstein & James R. Serpe 2523 N. Lincoln Ave. Chicago, Ill 60614	8-5-82 320 N. LaSalle St.	80.00
0141-Patricia Hinton 735 E. 46th St. Chicago, Illinois 60653	3-27-83 51st & Cottage Grove	150.00
0146-Sr. M. Cornelia Harrison BVM 3815 W. Iowa Street Chicago, Illinois 60651	4-2-83 5900 W. Augusta Blvd.	107.00
0151-Wesley Parks 7633 S. Hamilton Chicago, Illinois 60620	4-2-83 7504 S. Stewart	75.00
0159-Richard Jones 1250 E. 69th St. Chicago, Illinois 60637	4-23-83 King Drive between 26th & 27th St	100.00
0272-Sandra A. Taylor 327 S. Wisconsin Ave. Apt 6B Oak Park, Illinois 60302	3-23-83 5729 W. Lake St.	75.00
0278-Daniel J. Naughton 3032 N. Kedzie Ave Chicago, Illinois 60618	2-20-83 Belmont & Tripp	36.00
0281-Harold Kimball 1711 Chancellor St. Evanston, Ill. 60201	5-1-83 Outer Drive	75.00
0289-Barry Jay Edwards 65 E. Scott St. Apt. 4N Chicago, Illinois 60610	4-21-83 110 Franklin & Washington	423.77
0294-Carol H. Cross 331 W. Menomonee Chicago, Illinois 60614	5-18-83 Orleans near Merchandise Mart	51.00
0295-April Bukas 4722 S. Wood St. Chicago, Illinois 60609	11-30-82 700 N. Sacramento	279.00
0371-Jerline Moore 8346 S. Phillips Chicago, Illinois 60617	5-11-83 7919 S. Ingleside	289.00

0451-Carol Bennett 7831 S.Cregier Chicago, Illinois 60649	3-20-83 79th St. Between Ridgeland & Cregier	\$ 90.00
0454-Northwestern Beverage Co. Inc 3685 W. Grand Ave. Chicago, Ill 60651	5-19-83 225 Independence Blvd	125.00
0457-Mark Kollath 1254 W. Arthur Chicago, Illinois 60626	5-23-83 Clark & Farwell	76.00
0511-Charles H. Schwab 3716 N. Bosworth Chicago, Illinois 60613	8-22-82 Irving Pk Rd. W. side of Ravenswood	140.00
0521-Nelson I Dunitz 7 S. Dearborn Chicago, Illinois 60603	6-16-83 City Garage #8	47.00
0532-Patricia Stavelly 6438 N. Seeley Ave. Chicago, Ill 60645	11-23-82 S. Pratt & W. New Guard	300.00
0533-Irving Landesman 3004 N. Sherwin Ave Chicago, Illinois 60645	5-1-83 S. Curve of Outer Dr.	44.00
0535-Brian Meltzer 3750 N. Lake Shore Dr. Chicago, Illinois 60613	5-1-83 N. Lake Shore Dr.	185.00
0563-Larry S. Wayne/Mrs. Dina S. Remba 5501 S. Everett Ave. Chicago, Ill 60637	6-19-83 5516 S. Everett	126.00
0600-Sandra J. Walker 9912 S. Calumet Chicago, Illinois 60628	3-10-83 7831 S. Prairie Ave.	228.00
0602-Michaela Tomaschewsky 4254 N. Winchester Chicago, Illinois 60613	6-25-83 1316-1320 W. Waveland	81.00
0605-Steven Lathan 9620 S Halsted St. Chicago, Illinois 60628	6-22-83 15th & State St.	65.00
0607-Carolyn Kraus 830 Hinman Evanston, Illinois 60202	6-19-83 875 N. Rush St.	144.00

0611-Allstate Insurance Co & Michael Kohn P.O.Box 127 Skokie, Ill 60077	6-6-83 Clark & Pratt 1838545547	\$ 351.10
0666-Rita M. Williams 718 W. 30th St. Chicago, Illinois 60616	6-28-83 7205-07 S. Maplewood	208.00
0671-Dolores R. Susman 1540 N. State Parkway Chicago, Illinois 60610	7-8-83 Randolph between Columbus & Lake Shore Dr.	34.00
0677-Saroj Mangalik 1040 S. Clinton Ave Oak Park, Ill 60304	7-23-83 Congress & Wells St.	67.00
0679-Sandra M. Koonce 6209 N. Ravenswood Chicago, Illinois 60660	6-24-83 Washtenaw & Melrose	315.00
0690-Bernard Austin 2233 E. 102nd St. Chicago, Illinois 60617	6-26-83 9500 E. Jeffery	200.00
0693-Estella Jefferson 6738 S. Cornell Ave. Chicago, Illinois 60649	6-15-83 7355 S. Jeffery Blvd.	251.00
0755-Cecelia Woodford 619 E. 60th Street Chicago, Illinois 60637	7-5-83 435 W. 95th St.	81.65
0756-Kevin J. Windsor 10644 S. Walden Pkwy Chicago, Illinois 60643	6-13-83 71st & Washtenaw	115.00
0762-Vivian Morrison 9121 Forestview Ave. Skokie, Ill 60076	7-7-83 Ontario & Michigan	109.00
0767-Orville E. Hambright Jr. 105 W. Madison St. Chicago, Ill 60602	6-23-83 120 N. LaSalle St.	132.00
0768-Thomas M. Ryan 10926 S. Homan Ave. Chicago, Illinois 60655	9-28-81 10412 S. Central Park	337.00
0925-Marcella J. Dwyer 5122 N. Nashville Ave. Chicago, Illinois 60656	7-18-83 4911 W. Warner Ave.	115.00

December 16, 1983

REPORTS OF COMMITTEES

4079

0968-Robert J. Merkel 2239 W. Belmont Ave. Chciago, Illinois 60618	2-11-83 Lister & Webster	\$ 300.00
1009-Luther McIntyre 3943 W. George St. Chicago, Illinois 60618	10-25-79 3814 W. George St.	73.00
4524-Leah L. Tabak 9127 W. Terrace Place DesPlaines, Ill. 60016	2-10-83 6525 N. Milwaukee Ave.	33.00

Department of Sewers

Account No. 314-9112-934
Damage to Property

<u>Name and Address</u>	<u>Date and Location</u>	<u>Amount</u>
1469-Leona Matrejek 2112 N. Oakley Ave. Chicago, Illinois 60647	1-13-82 2112 N. Oakley	\$ 500.00
3547-Stanley & Dorothy Kosowski 2358 N. Damen Avenue Chicago, Illinois 60647	8-24-82 2358 N. Damen	225.00
3671-Maureen Munis 5914 S. Mayfield Avenue Chicago, Illinois 60638	9-29-82 5914 S. Mayfield Avenue	125.00
3939-Josephine Terranova 2229 N. Seminary Avenue Chicago, Illinois 60614	3-19-82 2231 N. Seminary Ave.	65.00
4420-Anna Jesko 5514 S. Albany Ave Chicago, Illinois 60629	2-25-83 5514 S. Albany Ave.	125.00
4426-James M. Brown 2237 W. Monroe St. Chicago, Illinois 60612	4-2-82 2237 W. Monroe St.	85.00
4427-Katie Bradley 7307 Emerald Chicago, Illinois 60621	7-15-82 7307 Emerald	190.00
4429-Progress Vending Inc., 3601 N. Mozart Street Chicago, Illinois 60618	11-15-82 3601 N. Mozart	725.00
4983-Leon D. White 8614 S. Champlain Chicago, Illinois 60619	1-31-83 7759 Cottage Grove Ave.	150.00
4991-C. Callan & Carol A. Langwell 4815 N. St. Louis Avenue Chicago, Illinois 60625	3-27-81 4815 N. St. Louis	1,500.00

December 16, 1983

REPORTS OF COMMITTEES

.4081

0515-Margaret Michalski 1912 W. Armitage Ave. Chicago, Illinois 60614	1-23-82 1912 W. Armitage Ave.	\$ 357.00
0516-Wayne A. Weinke Jr. 8501 W. Brodman Avenue Chicago, Illinois 60656	4 - 82 Montrose & Chester	250.00

Department of Sewers

Account No. 314.9112-934
Damage to vehicles

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
4039-Lois Cody 11330 S. Peoria Street Chicago, Illinois 60643	8-8-82 116th Place & Morgan	\$ 357.00
4693-Mary Alice Bue 6737 N. Octavia Ave Chicago, Illinois 60631	11-17-82 Odell & Touhy	138.00

ORDERED, That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

<u>Department of Finance</u>	<u>License No.</u>	<u>Amount</u>
0054-Sunny Donegal, Inc. 7112 W. Peterson Chicago, Illinois 60631	6514 Liquor	\$ 669.00
0400-Clark's Station Inc. 4 Clark Emmert 3631 W. 67th Place Chicago, Illinois 60629	2811 Liquor	669.00
0633-Emil M. Kudia 5159 S. Rockwell Chicago, Illinois 60632	3434 Tobacco	80.00
0635-James Cullen 6307 N. Caldwell Chicago, Illinois 60646	24361 Dog	5.00
0875-Martha J. Gatlin Corp. 4155 W. Grenshaw Chicago, Illinois 60624	K 32791 Liquor	669.00
876-Martha J. Gatlin Corp. 4155 W. Grenshaw Chicago, Illinois 60624	K 33342 Liquor	669.00
0877-Hudie Hoskins 711 E. 79th St. Chicago, Illinois 60619	1110 Hardware Store	24.00

Department of Fire

Account No.100.9112.934
Damage to Vehicles

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
4019-State Farm Insurance and Jenny Lynn Friedman 6214 N. Wayne Chicago, Illinois 60660	1-7-83 Glenwood & Albion Intersection 13-3528-073RV	\$ 227.24
0056-Norwood Park Fire Protection District & Charles W. Strissel Carron & Black of Ill.Inc. 135 S.LaSalle St. Chicago, Illinois 60603	7435 W. Talcott Av..	212.32
0413-Sam L. Miller Atty for Michael Piech 39 S.LaSalle St. Chicago, Illinois 60603	7-10-81 727 E. 38th St.	123.57
0499-James Tollar 3442 N. Nottingham Ave. Chicago, Illinois 60634	12-23-82 5610 N. Eddy St.	335.00
0806-Lillian Twersky 6205 N. Bell Avenue Chicago, Illinois 60659	6-27-83 28 W. Granville	65.00
0812-Glenn Davis 3045 W. Logan Blvd. Chicago, Illinois 60647	6-18-83 3053 Logan Blvd.	238.00
0886-Rose Marie Love 3121 W. Douglas Boulevard Chicago, Illinois 60623	7-12-83 3121 W. Douglas Blvd.	44.00

Department of Streets & Sanitation
Bureau of Forestry

Account No.100.9112.934
Damage to property & Vehicle

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
4329-Joan Howe 657 W.Briar Place Chicago, Illinois 60657	11-8-82 657 W. Briar Place	\$ 225.00
4804-Daniel Curley 934 N. Lamon Chicago, Illinois 60651	3-16-83 934 N. Lamon	125.00
0967-T Ptak 6117 W. 59th Street Chicago, Illinois 60638	8-9-83 6117 W. 59th St.	200.00

4086

JOURNAL--CITY COUNCIL--CHICAGO

December 16, 1983

Department of Inspectional Services

Account No. 100.9112.934
Permit Refund

Name and Address

3250-Miner & East, Inc.
619 S. Addison St.
Addison, Ill. 60101

Permit No. &
Location

5-10-82
1300-32 W. North Ave.
B-612624

Amount

\$ 387.75

December 16, 1983

REPORTS OF COMMITTEES

4087

Department of Police

Account No.100.9112.934
Damage to Property

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
4404-Elvia Magana 5939 S.Richmond Ave. Chicago, Illinois 60629	11-30-82 5939 S.Richmond	\$ 317.00
4922-Chacko Poovathunkal 7135 Dunham Road Downers Grove, Ill. 60516	12-7-82 7135 Dunham Road	200.00

Department of Police

Account No. 100.9112.934
Damage to vehicles

<u>Name and Address</u>	<u>Date and Location</u>	<u>Amount</u>
0366-Delmer L. Hennings Box 144 Porter, Indiana 46368	5-29-81 805 S. Addison St.	\$ 282.00
3275-Louis C. Serpico 899 S. Plymouth Ct. Apt. 1908 Chicago, Illinois 60605	6-29-82 Division & Larabee Sts.	926.00
4347-John E. Blankenburg 111 Acacia - Apt. 609 Indian Head Park, Ill. 60525	11-27-82 Chestnut East of Michigan Ave.	139.00
4352-James Payton 4838 N. Kenneth Chicago, Illinois 60650	7-27-81 Kennedy Expressway Lawrence Exit Ramp	377.86
4360-David Martinez 2030 N. Laramie Chicago, Illinois 60639	1-13-83 2601 W. Augusta	200.00
4370-Allstate Ins. Co & David Friedman, P.O. Box 127 Skokie, Illinois 60077	12-13-82 Alley Lincoln Pk West & Wisconsin 1231250132	234.61
4378-Jeannette G. Suddoth 7319 S. Rhodes Chicago, Illinois 60619	11-4-82 410 E. 79th St.	137.39
4543-George E. Kotitsas 4839 Wright St. Skokie, Ill. 60077	11-24-82 4615 W. Division	40.00
4925-State Farm Ins. Co & Patricia Henderson 5676 S. Archer Ave. Chicago, Illinois 60638	2-22-83 2060 W. 69th St.	1,062.50

Department of Public Works

Account No. 100,9112.934
Damage to vehicles

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
0343-Deborah Raymond 525 Oakdale Chicago, Illinois 60657	5-13-83 Kinzie St. Bridge	\$ 235.00
0922-Evan Gollrad 410 N. Michigan Ave. Chicago, Illinois 60611	6-6-83 401 N. Michigan Ave.	229.00

Department of Sewers

Account No. 314.9112.934

Damage to property and/or vehicle

<u>Name and Address</u>	<u>Date and Location</u>	<u>Amount</u>
0510-Catherine C. Gallo 3831 W. 58th Street Chicago, Illinois 60629	5-9-83 3831 W. 58th St.	\$ 250.00
1699-Janet Nystrom 4729 N. Springfield Ave. Chicago, Illinois 60625	2-23-82 Montrose & Lowell Ave.	41.00

Department of Streets & Sanitation

Account No. 100.9112.934
Personal Injury damages

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
4673-Louna Weiss 2627 W. Division St. Chicago, Illinois 60622	2-14-83 2600 W. Division St.	\$ 179.00
0435-Catherine M. Herscha 5148 N. Austin Avenue Chicago, Illinois 60630	3-14-83 5148 N. Austin	78.00

Department of Streets & Sanitation

. Account No.100.9112.934
Damage to Property

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
0160-Joseph Dworak 5214 W. George Street Chicago, Illinois 60641	2-10- & 4-21-83 5214 W. George Street	\$ 160.00
0162-Ilona of Hungary George Meszaros 45 E. Oak Chicago, Illinois 60611	3-22-83 45 E. Oak St.	123.00
0596-William P. Ryza 3448 W. Drummond Place Chicago, Ill. 60647	5-17-83 3448 W. Drummond Place	121.00
0598-Isabelle Matthei 51 E. Bellevue Place Chicago, Illinois 60611	6-11-83 51 E. Bellevue	250.00
3310-Allstate Insurance Co & Delores Nugent 4411 W. 211th Street Matteson, Ill. 60443	6-25-82 3452 W. 114th St. 270- 78 0832 1	212.53
4428-Herman & Lillian Bohnert 2822 N. Natoma Avenue Chicago, Illinois 60634	12-9-82 2822 N. Natoma	225.00
4831-Ill. Bell. Tel. Co. % Mr. W.U. Wylie 225 W. Randolph St. Chicago, Illinois 60606	8-23-82 10800 S. Sacramento ZCD 3305	1,162.00
4833-Chicago Europa Marketing 3445 W. Foster Avenue Chicago, Illinois 60625	8-23-82 3443 W. Foster Avenue	200.00
4935-Dr. Faustina B. Valentine 6169 Archer Avenue Chicago, Illinois 60638	2-8-82 6169 Archer Avenue	600.00

Department of Streets & Sanitation

Account No.100.9112.934
Damage to Vehicles

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
0049-Rev. James J. Donlan, Pastor St. Thomas Moore Church 2825 W. 81st Street Chicago, Illinois 60652	1-23-79 Guard Rail of Playground	\$ 200.00
0033-Paul R. Darnell 5504 S. Madison St. Apt. 3 Hinsdale, Illinois 60521	12-31-82 Garfield Blvd at Seeley	60.00
0103-Ryder Truck Rental, Inc. 1050 W. Pershing Road Chicago, Illinois 60609	4-19-83 2608 W. 60th St.	425.00
0105-Debbie Sepulveda 1621 S. Newberry Avenue Chicago, Illinois 60608	8-10-83 1619 S. Newberry Ave.	201.00
0109-Garrat B. Van Wagenen 939 W. Winona St. Chicago, Illinois 60640	1-31-83 937 Winona S.	246.00
0110-Kenneth A. Cooper 3638 W. Oakton Street Skokie, Illinois 60076	4-14-83 LaSalle St. Garage	110.00
0111-Grady Bolos 8520 S. Crandon Chicago, Illinois 60617	12-20-82 11 W. Wacker Parking Facility	160.00
0125-Lawrence Nitsche 10339 S. Talman Chicago, Illinois 60655	6-8-82 10133 S. Artesian	200.00
0131-Allstate Ins. Co & Joseph Holmes 2555 N. Central Ave Chicago, Illinois 60639	3-29-83 35 S. Loomis St. 1838524930HDD	141.31
0145-Frank Gzyra 4323 S. Washtenaw Aven Chicago, Illinois 60632	6421 S. Kedzie Ave. 1-23-83	142.00

0269-Frank Skubal 10813 Windsor Dr. Westchester, Illinois 60153	3-15-83 Pound #9	\$ 88.00
0282-Wyssie E. Lenard 640-S-12th Avenue Maywood, Illinois 60153	4-7-83 Division St & Hamlin	225.00
0284-Eardis Holloway 10046 S.Aberdeen St. Chicago, Illinois 60643	5-11-83 7145 S.State St.	317.00
0288-James A. Geighes 1835 W. Melrose Chicago, Illinois 60657	4-25-83 113 W. Chicago Avenue	292.00
0360-Stanton M. Lewin 1515 Hinnian Evanston, Illinois 60201	5-3-83 City Garage #8	28.17
0361-Harvey Livingston 176 W. Adams Street Chicago, Illinois 60603	7-22-82 Schiller between Dearborn and Clark	35.00
0362-Angelos Karakourtis 2520 N. Neva Ave Chicago, Illinois 60635	5-6-83 Mont Clare & Diversey	57.00
0366-Ray Hawkins 506 Dante Glenwood, Illinois 60425	5-2-82 Parking Lot #9	206.00
0374-Edward D. Young 3307 Linneman St. Glenview, Ill 60025	5-19-83 LaSalle Garage	220.00
0378-Janice Williams P.O.Box 10145 Chicago, Illinois 60610	5-24-83 Pound 4 on 18th St.	202.00
0452-Don Hirota 2219 N. Dayton Chicago, Illinois 60614	2-4-83 Evergreen & Leavitt	103.00
0503-Alicea Raul 1516 W. Augusta Blvd. Chicago, Illinois 60622	5-10-83 934 N.Greenview	90.00

0524-Michael J. Great 4865 Linden Rd. Rockford, Ill. 61109	6-4-83 4746 W.Patterson	\$ 550.00
0603-State Farm Ins. Co. & Joseph Wander 5680 S.Archer Avenue Chicago, Illinois 60638	5-11-83 22nd & Leavitt	231.00
0606-Marcel Laiado 1365 E. 56th St. Apt.1 Chicago, Illinois 60637	6-12-83 1200 N.Lincoln	131.00
0670-Jose R. Tamayo & Dennis W.Thorn, Atty 100 N.LaSalle St. Chicago, Illinois 60602	6-20-78 120 N.LaSalle St.	419.29
0674-Alan R. Piel 2846 N.Hamlin Ave. Chicago, Illinois 60618	7-5-83 Clybourn & Magnolia	199.00
0682-Sam Gaeto 33 E. Congress Chicago, Illinois 60605	6-23-83 553 S.State St	330.00
0686-Economy Fire & Cas.Co. & George Leonard P.O.Box 441 Freeport, Ill 61032	5-25-83 4912 N.Hamilton FFA 03-495-9 TH5	137.50
0688-Fireman's Fund Ins.Co & Robert G & Luann Yoder P.O.Box 55231 Indianapolis, Ind. 46205	6-8-83 6800 N.Clark St.	295.87
0761-Alden E. Orput 1410 N.State Parkway Chciago, Illinois 60610	6-15-83 Lincoln Park Area & S.LaSalle Yard	249.00
0766-Heritage Mutual Ins. Co & Chamco, Inc.P.O.Box 3158 Green Bay, Wis. 54303	6-15-83 City Garage #9	332.27
0777-Denise de Somer 2044 N.Clifton Ave. Chicago, Illinois 60614	4-4-83 158 E. ONtario	134.00
0834-James E.Scheuer 1924 Riverland Drive Lake Station, Indiana 46405	5-26-83 Geno E. Pizza Restaurant	117.00

0852-Rubin Calhoun 7205 S. Calumet Chicago, Illinois 60619	7-25-83 1221 N. LaSalle St.	\$ 100.00
0854-Robert M. Bell 6020 Lincoln Morton Grove, Ill 60053	4-2-83 3400 N. Outer Drive	75.00
0858-Mary Ann O'Malley Absalon 6449 N. Seeley Ave. Chicago, Illinois 60645	5-1-83 S. Curve of N. Lake Shore Drive	56.00
0912-Max Rittenberg 134 N. LaSalle St. Rm 2000 Chicago, Illinois 60602	8-5-83 120 S. LaSalle St.	400.00
0987-Lawrence Williamson 8821 S. Union St. Chicago, Illinois 60620	8-3-83 7720 S. Stony Island Ave.	141.00
0994-Kathleen Lahl 3207 S. Lowe Ave. Chicago, Illinois 60616	8-24-83 875 N. Rush St.	56.00
0997-City of Hometown Joan Dobrowits City Clerk 4331 S.W. Highway Hometown, Ill. 60456	7-28-83 L Structure on Ogden	202.58
1035-Juanita Ringo 61 E. 83rd St. Chicago, Illinois 60619	8-16-83 Garage 9	217.00
1038-Eric Larson 771 E. Beverly Pontiac, Mi. 48055	8-15-81 Garage 8	90.41
1042-Economy Fire & Casualty Co & Scott Hodlmair 500 Economy Court Freeport, Illinois 61032	7-24-83 Grand & Ogden	207.06
1105-Ethelyn Wilson 6913 S. Merrill Chicago, Illinois 60649	9-27-83 120 N. LaSalle St.	68.78
1106-Catherine Vezina 11150 S. Whipple St. Chicago, Illinois 60655	8-17-83 10640 Longwood Drive	18.00
1121-Albert Mulholland 6333 N. Magnolia Chicago, Illinois 60660	9-14-83 120 N. LaSalle St.	243.00

1125-John S. Henry 5840 S.Meade Chicago,Illinois 60638	9-28-82 121 N.LaSalle	\$ 507.00
2428-Donald Trull & Marposs Corp 23 N. Broadway DesPlaines,Ill. 60016	4-5-82 4200 N.Mannheim Rd.	550.00
2662-David E. Malfar 77 W. Washington St. Chicago,Illinois 60602	5-24-82 120 N.LaSalle St.	1,400.00
3116-George Dupuy 4819 Vincennes Chicago,Illinois 60615	7-10-82 55th & Maryland	105.00
3577-Paul Deckter 326 Alden Drive Addison Illinois 60101	8-27-82 2304 W.Grand AVenue	150.00
3791-James E. Ray 4646 S.Kedvale Avenue Chicago,Illinois 60632	4-7-82 4646 Kedvale	300.00
3852-Sharon Barnhill 5212 S Kimbark Ave Chicago,Illinois 60615	9-24-82 66th & Woodlawn	49.00
3981-Deborah A. Irwin 5416 W.Alexander Pl Oak Lawn,Ill 60453	10-1-82 Cicero & Keating on 62nd St.	73.00
4011-Michael J.McLaughlin 1120 N.Lake Shore Drive Chicago,Illinois 60611	12-14-82 North Ave & Larabee	270.00
4047-Rene A. Soto 2106 S. 47th St. Cicero,Illinois 60650	8-6-82 1411 S.Kostner	80.00
4049-George Siedleck 8974 Western #401 Des Plaines,Ill. 60016	10-23-82 67th & Bell Ave.	48.00
4241-John J. Bodi 6710 Trumbull Lincolnwood,Ill. 60645	10-11-82 100 W.Randolph St.	100.00
4455-Gladys L.Jefferson 8139 S. Morgan Chicago,Illinois 60620	9-7-82 87th & May	288.15

4500-Eugene Cosentino 3147 S.Parnell Ave. Chicago, Illinois 60616	12-29-82 47th at viaduct S.Damen & S.Western	\$ 76.00
4535-Anthony J. Siminerio 4717 N.Laverne Chicago, Illinois 60630	2-19-83 5428 N.Sheridan Road	250.00
4548-Dennis Forrest 14040 Hoxie Burnham, Ill 60633	12-7-82 Garage #5	179.00
4564-Geraldine Cortese 171 W.Randolph St. Chiago, Illinois 60601	11-23-82 Garage #8	281.00
4609-Fred B. Lifton 29 S.LaSalle St. Chicago, Illinois 60603	12-20-82 Garage #5	118.00
4645-Allstate Ins. Co & Hope Moody P.O.Box 127 Skokie, Ill 60077	4-10-82 3225 W. Fulton 1838424222	279.50
4652-Allstate Ins. Co & Edwin Byrd P.O.Box 127 Skokie, Ill. 60077	11-10-82 2215 W. Anslie Ave. 1231240910	424.10
4834-Sharon Montgomery 6230 S.St.Lawrence Ave. Chicago Illinois 60637	10-27-82 63rd & St.Lawrence	385.00
4840-State Farm Ins Co & Michael McGann 2645 W. Addison St. Chiago, Illinois 60618	1-9-83 3175 N. Lincoln Ave. 13 3595 101	249.40
4845-Patricia L. Johnson 2701 S. Indiana Ave. Chicago, Illinois 60616	2-1-83 5834 W. Madison St.	711.95
4858-State Farm Ins & Alvin & Jean Leonard 2645 W. Addison St. Chiago, Illinois 60618	2-5-82 2220 W.Chase Ave 13-3537-746	226.25
4862-Dora Prinz 4646 Fitch Lincolnwood, Ill. 60646	2-23-83 875 N.Rush St.	384.75

December 16, 1983

REPORTS OF COMMITTEES

4099

4877-Eileen M. Corso 1832 N.22nd Ave. Melrose Park, Ill 60160	2-25-83 1033 W. Wellington Ave.	\$ 42.00
4942-David Gomez & Assn. Inc. 79 W. Monroe St. Chicago, Illinois 60603	3-25-83 Garage #8	207.00
4999-Joan McKelroy 2910 W.43rd St. Chicago, Illinois 60632	9-30-83 Garage #8	275.00
5000-Adelaide McKavis 7357 N. Damen Ave. Chicago, Illinois 60645	7-2-82 2900 N. Ashland Ave.	84.49

Department of Water

Account No.200,9112.934
Damage to Property

<u>Name and Address</u>	<u>Date & Location</u>	<u>Amount</u>
4760-Peoples Gas Light & Coke Co 122 S.Michigan Ave., Chicago,Illinois 60603	11-29-82 11241 S.Emerald Ave. 82-0-22	\$ 600.00
4887-Ill.Bell Tel.Co. 225 W. Randolph St. Chiago, Ill. 60606	8-19-82 Randolph St. & Racine Ave. ZCD 3306	546.00
4889-Ill.Bell Tel.Co. 225 W.Randolph St. Chicago,Ill 60606	9-21st 82 Hamlin.& Monroe ZCD 3303	1,076.00
4890-Ill.Bell Tel.Co. 225 W.Randolph St. Chicago,Ill 60606	10-11-82 Congress Parkway E. of Ogden - ZCD 3302	1,261.00
474- Peoples Gas Light & Coke 122 S. Michigan Ave., Chicago,Illinos 60603	2-3-83 2928 W.Wilcox St. 83-0-53	513.00

December 16, 1983

REPORTS OF COMMITTEES

4101

Department of Water

Account No.200.9112.934
Damage to vehicles

<u>Name and Address</u>	<u>Date and Location</u>	<u>Amount</u>
0964-Marcus Auto Lease Corp. 8840 Indianapolis Blvd. Highland, Ind. 46322	7-27-83 6402 Lowe Ave.	\$180.00
2105-State Farm Mutual Auto Ins. Co & Richard Reyes 5676 S. Archer Avenue Chicago, Illinois 60638	5-10-82 1729 W. 18th Place 13-8396-962	492.49
4897-West Bend Mutual & Charles Bionda 1115 S. Main St. West Bend, Wis. 53095	6-21-82 3401 S.Claremont Av.	363.75

BE IT FURTHER ORDERED, That the Commissioner of Water is authorized and directed to DECREASE, the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of under ground leaks and to charge same to Account 200.8220.935

<u>Name and Address</u>	<u>Location</u>	<u>Amount</u>
0387-Smerson Shell 10446 S. Ewing Chicago, Illinois	8115 S. Burnham	\$300.00
0388-Gus Pötempa 3816-20 W. Belmont Chicago, Illinois 60618	3816-20 W. Belmont Ave.	179.07
0393-Marjorie Cabrales 1723 S. Ashland Avenue Chicago, Illinois 60608	1813 W. 21st Street	181.70
0575-Wallace Hicks 3300-02 N. Southport Ave. Chicago, Illinois 60657	3300-02 N. Southport Ave	39.81
0794-John Sluka 2215 W. Barry Ave. Chicago, Illinois 60617	2217 W. Barry Ave.	203.07
0974-Willie Torres 1434 N. Ashland Ave. Chicago, Illinois 60622	1434 N. Ashland Ave.	163.39

(PROPOSED DO NOT PASS CLAIMS)

COMPENSATION FOR VARIOUS REFUNDS ON VEHICLES,
Property - Personal Injuries and Refunds

3847-12-01-82	Allstate Ins.Co & Mary E. Davis
3873-12-08-82	Helene Hanley
3875-12-08-82	Irving & Rebecca Lazar
3877-11-14-78	Anthony V. Reyes
2883-12-08-82	Ruby Brodnax
3901-12-08-82	Joseph J. Burian
3945-12-15-82	Diane & Lester Teich
3961-12-23-82	Jose Gonzalez
3966-12-23-82	Joshua M.B.Church - Rev. C.L.White
3970-12-23-82	Albert A. Molenaar
3971-12-23-82	Jesse Blount
3974-12-23-82	Mary C. Sundstrom
3978-12-23-82	Michael Masi
3987-12-23-82	Allstate Ins.Co & Rothenberger
3990-12-23-82	Thomas Tucker
4020-01-07-83	William Billincheimer
4030-01-07-83	Talman D. Thomas
4031-01-07-83	Thomas P. Raddatz
4033-01-07-83	Betty Sharp Morrow
4036-01-07-83	Allstate Ins. Co & Robert Rowley
4042-01-07-83	West American Ins.Co & Ronald Malnati
4056-01-07-83	Northbrook Prop & Cas. & J.R. Hakes, Inc.
4057-01-07-83	Motors Ins.Corp & Elmer Means
4068-01-07-83	David T. Holliman
4088-01-07-83	Allstate Ins.Co & Martin Tunney
4094-01-07-83	Peter Petropulos
4096-01-07-83	Duehl Henricks
4103-01-07-83	John Kalamaris
4109-01-07-83	H.B.Sorensen
4122-01-18-83	Igmidia L. Domingo
4124-01-18-83	Allstate Ins. Co & Antonio Castro
4125-01-18-83	Allstate Ins & Rubenesta L. Wilson
4126-01-18-83	Central Transport, Inc. & Jack F.Clifford & Ass
4128-01-18-83	Hanover Ins. Co & Eugene Bookman

4129-01-18-83	Mary Jo Kopinski
4131-01-18-83	State Farm Ins.Co & Bernadette Smith
4135-01-18-83	Grace Eberhardt
4137-01-18-83	Grace Ciezadio
4138-01-18-83	Stanley Koterla
4141-01-18-83	Allstate Ins.Co & Yvonne Barlow
4142-01-18-83	Allstate Ins.Co & Carmen Flores
4145-01-18-83	T.Shelly Ashbell, M.D.
~~4150-01-18-83~~	~~Georgiann O'Connor~~
4157-01-18-83	Commonwealth Ed. & Don Pietschmann
4197-01-28-83	Pinkie Moppins
4202-01-28-83	Frank Henning & Hollis Brosseit
4209-01-28-83	L.C.Terry
4211-01-28-83	Robert W. Stewart
4212-01-28-83	State Farm Ins.Co & Lester K. Wicks
4219-01-28-83	Alan Schachtman
4227-01-28-83	Stephen Kolish
4228-01-28-83	Athanasios Kipouros
4230-01-28-83	Marie E. Hofbauer
4231-01-28-83	Doreen Hill
4232-01-28-83	Robert L. Henley III
4237-01-28-83	John Flegar
4244-01-28-83	Allstate Ins.Co & Winfield Simmons
4249-01-28-83	Continental Bank & Michael J. Adler
4250-01-28-83	Roger Carter
4266-01-28-83	Lee Fashions Inc.
4269-01-28-83	Richard Geeslin
4271-01-18-83	Mrs. Geo Cook
4273-01-28-83	Wanda Brewer
4276-01-28-83	Daniel M. Levy
4277-03-09-83	Allstate Ins.Co & Darryl McArthur
4278-03-09-83	Nancy Lababidi
4279-03-09-83	Linda Z. Stoller
4280-03-09-83	Joseph M. Sholder
4281-03-09-83	Leroy J. Gowlovech & Hyatt Regency Chicago
4288-03-09-83	A & H Gas Inc.
4314-03-09-83	Jesse K Reed
4316-03-09-83	Allstate Ins & Edward Cunningham
4318-03-09-83	State Farm Ins Co & John Healy
4321-03-09-83	Rosemary Jurcenko
4324-03-09-83	George Stancu
4331-03-09-83	State Farm Ins & Pearl Schurla
4333-03-09-83	Allstate Ins & Willie Jones
4338-03-09-83	John & Bessie Lichte
4346-03-09-83	Ezra & Patricia Buckner
4350-03-09-83	Allstate Ins. & Rubenesta Wilson
4351-03-09-83	Allstate Ins. & Emma Shedrick

4357-03-09-83	Ernest Horton
4361-03-09-83	Steve Lollie
4363-03-09-83	Illinois Emcasco Ins. & Charles J. Smith
4366-03-09-83	State Farm Ins. & Young Kim
4367-03-09-83	Claude Lee Arron
4368-03-09-83	Allstate Ins. & James Payton
4369-03-09-83	Allstate Ins. & William E. Richardson
4372-03-09-83	Thomas W. Washington
4373-03-09-83	Underwriters Adjusting & Alonzo & Gail Fells
4374-03-09-83	Angelina Tranchida
4375-03-09-83	State Farm Ins. Co & Thomas Henderson
4376-03-09-83	State Farm Ins. & Raymond S. Kimoto
4379-03-09-83	State Farm Ins. Co & Nancy Dubina
4381-03-09-83	Kevin L. Penson
4385-03-09-83	Henrietta Nobles
4387-03-09-83	Tommie L. Lynch
4392-03-09-83	Fred E. Burkhardt
4395-03-09-83	Kurt Simmers
4402-03-09-83	Adolph Thornton
4403-03-09-83	Tanisha M. Scott
4406-03-09-83	Allstate Ins. Co. & Geraldine Johnson
4407-03-09-83	Golda Lowe
4411-03-09-83	Alfred Kelly
4414-03-09-83	Norman Hotel
4415-03-09-83	Betty Wantroba
4416-03-09-83	Jimmie Taylor
4417-03-09-83	Bonnie Spangler
4424-03-09-83	Francis P. & Catherine P. McKendry
4432-03-09-83	Byron C. Brooks
4438-03-09-83	Allstate Ins. & John Jenkins
4439-03-09-83	Allstate Ins. & Soundrea Hickman
4445-03-09-83	Allstate Ins. & Archange Cadichon
4447-03-09-83	Nick Kaiser
4462-03-09-83	Mary Beth Honan
4467-03-09-83	Nancy K. Hawkins
4468-03-09-83	Kelvin Haythorne
4470-03-09-83	Raymond J. Louis
4471-03-09-83	Jerry Lewis
4481-03-09-83	John E. Jones
4483-03-09-83	Eugene C. Ingles
4485-03-09-83	Arthur Harris
4486-03-09-83	Peter J. Gorniewicz
4494-03-09-83	Economy Fire & Cas. & Robert & Ethel Roberson
4502-03-09-83	Commercial Union Assn. Co. & Kevin Nolan
4507-03-09-83	Joseph A. Okon Jr.
4508-03-09-83	Amorette P. Paige
4509-03-09-83	Robert J. & Lorraine Patten
4512-03-09-83	Brian J. Moran
4513-03-09-83	Ioan Muntean
4520-03-09-83	Richard Ventresca

4523-03-09-83	Stephen Sullivan
4526-03-09-83	State Farm Ins & Stanislaw & J. Kowalczyk
4528-03-09-83	State Farm Ins. & Glen Parisian
4529-03-09-83	State Farm Ins & Garry Reznic
4537-03-09-83	Paul R. Rzonca
4549-03-09-83	Elbert Fox
4451-03-09-83	Nicholas C. Furio
4555-03-09-83	Seymour C. Field
4556-03-09-83	Fireman's Fund Ins & Ronald Brooks
4558-03-09-83	Jill Flores
4566-03-09-83	Minlan Christine Chang
4574-03-09-83	Betty L. Beranek
4575-03-09-83	Willie Barnes
4581-03-09-83	Nick Zagone
4589-03-09-83	Prestige Cas. Co & Lynetta Berry
4595-03-09-83	James Parker
4598-03-09-83	Bernice Morgan
4599-03-09-83	Bossie Morson Jr.
4600-03-09-83	Gwendolyn Moore
4601-03-09-83	Tina Moore
4604-03-09-83	Timmie Marshall
~~4607-03-09-83~~	~~Jeanette Lewis~~
4614-03-09-83	Debra A. Wright
4615-03-09-83	West Bend Mutual Ins. & Leonard & Laura Wysocki
4619-03-09-83	Mario P. Veltri
4630-03-09-83	State Farm Ins. Co & Lester K. Wicks
4632-03-09-83	Esther B. Somerville
4643-03-09-83	Allstate Ins. & Whitefield Simmons
4666-03-09-83	Royal Ins Co & Ray Caboor
4668-03-09-83	Franchie Barnes
4669-03-09-83	Rose M. Little
4670-03-09-83	Reva Knudson
4672-03-09-83	Mary C. Tefft
4675-03-09-83	Josephine T. Zawislak
4676-03-09-83	Mrs. Ruth Surprise
4677-03-09-83	John H. Stewart
4678-03-09-83	Elayne Schertzing
4679-03-09-83	Anthony J. Pisciotto
4680-03-09-83	Virginia McDonald
4683-03-09-83	Betty Burke
4685-03-09-83	Adolph M. Gonzalez
4687-03-09-83	Allstate Realty Company
4688-03-09-83	Allstate Ins & Barbara Goldstein
4694-03-09-83	Charles A. Bionda
4711-03-09-83	Chet & Nancy Niesel
4714-03-09-83	Zofia Zak
4723-03-09-83	Bennie Murphy
4735-03-09-83	Frank Bitel
4746-03-09-83	George Dishman
4754-03-09-83	Illinois Bell Tel.Co/
4755-03-09-83	Illinois Bell Tel Co.
4756-03-09-83	Lorraine O'Neal
4757-03-09-83	Zurich American Ins & Links Catering
4759-03-09-83	Peoples Gas Light & Coke Co.

4761-03-09-83	Peoples Gas Light & Coke Co
4764-03-09-83	Peoples Gas Light & Coke Co
4765-03-09-83	Peoples Gas Light & Coke Co.
4767-03-09-83	Peoples Gas Light & Coke Co.
4773-03-09-83	Peoples Gas Light & Coke Co.
4774-03-09-83	Peoples Gas Light & Coke Co.
4777-03-09-83	Checker Taxi Co
4778-03-09-83	Economy Fire & Cas & Sharon Starzyk
4780-03-09-83	Henry L. Sobczak
4796-03-25-83	Leo Spiegler
4798-03-25-83	Mr & Mrs L. Young
4814-03-25-83	Scott Mayzure
4817-03-25-83	W.R.G.Claims Management Services & Richard Mink
4818-03-25-83	Richard J. Strepek
4820-03-25-83	Jose A. Perez
4824-03-25-83	First General Ins.Co & Joseph Blas
4825-03-25-83	Forrest L. DeVore
4826-03-25-83	James C.-Curry
4827-03-25-83	Norine T. Condon
4828-03-25-83	Roofing Technicians Inc - Arnold Schiebinger
4835-03-25-83	Yellow Cab Co.
4837-03-25-83	Western States Ins Co & Mary Flood
4839-03-25-83	State Farm Mutual & Glen Parisian
4852-03-25-83	Joseph & Bernadette Grimaldi
4853-03-25-83	Donald W. Gray
4859-03-25-83	Victor Schuster
4860-03-25-83	Russell W. Schlecht
4864-03-25-83	CFR Leasing Corp/
4867-03-25-83	David Behm
4868-03-25-83	Vera Bednarski
4870-03-25-83	American Ambassador Cas Co & Dan & Mary Harris
4874-03-25-83	Bridget Eber
4882-03-25-83	Ill.Bell Tel.Co.
4883-03-25-83	Elizabeth Shavers
4884-03-25-83	Allstate Ins & Michael McNamara
4885-03-25-83	American Hoechst Corp
4888-03-25-83	Ill. Bell Tel.Co.
4892-03-25-83	Peoples Gas Light & Coke Co.
4894-03-25-83	Peoples Gas Light & Coke Co.
4895-03-25-83	Peoples Gas Light & Coke Co.
4896-03-25-83	Helen Panson
4918-03-31-83	Congress Restaurant, Inc.
4920-03-31-83	Boniface Zalewski
4926-03-31-83	James & Maxine Greer
4927-03-31-83	Leonardo L. Casteneda
4930-03-31-83	University of Chicago
4933-03-31-83	Mae Cipriani
4936-03-31-83	Donna M. Volatile
4938-03-31-83	Tom Sanetra

4939-03-31-83	Maryland Cas. Co & CMO Graphics
4949-03-31-83	Country Companies & James & Kathy Mapp
4949-03-31-83	James N. Cortez
4952-03-31-83	Norval Poulson c/i Certified Burg Sys.
4955-03-31-83	John J. Dapkus
4959-03-31-83	Gladys Melendez - Mr. Rhee - Dok Tun Lin
4961-03-31-83	Yellow Cab Co.
4962-4-13-83	Martha Berg
4966-04-13-83	U.S.I.G & Consumers Vinegar & Spice
4969-04-13-83	West Bend Mut.Ins.Co & Larry C.Ruprecht
4970-04-13-83	Clarence E. Shallow
4971-04-13-83	Neil Elliott
4972-04-13-83	Robert Varnado
4974-04-13-83	Robert Regulus
4980-04-13-83	Sterling J. Martin Sr.
4979-04-13-83	Geraldine Steinhaus
4981-04-13-83	C.D.Peacock Inc.
4984-04-13-83	Jack Steinberg
4985-04-13-83	Musette Ruther
4986-04-13-83	Ella Mitchell
4987-04-13-83	Stanislaw Ziemianski
4989-04-13-83	Dinah White
4990-04-13-83	James E & Margaret H. Weging
4991-04-13-83	Jemes E.Weging & Margaret U. Weging
4992-04-13-83	Wausau Ins Co & Shirley Jackson
4993-04-13-83	Sharon L. Veis
4994-04-13-83	United Security Ins.Co & Robert E. Schwarz
4996-04-13-83	Jimmie L. Shepard
4998-04-13-83	Carolyn M. Robinson
0001-04-13-83	Steven R. Lurie
0003-04-13-83	Peter Kalandyk
0004-04-13-83	Harold P. Gunty
0005-04-13-83	Lawrence C. Grandsart
0013-04-13-83	Laurence D' Amico
0014-04-13-83	Pedro C. Cordero
0016-04-13-83	Richard T. Callaghan
0021-04-13-83	Karen S. Bell
0030-04-13-83	Economy Fire & Cas Co & Mary C. Sundstrom
0039-04-13-83	George Williams
0041-04-13-83	Donald Brady Jr.
0055-05-11-83	Mary Rose Burandt
0057-04-29-83	Jacquelyn & Roger Guy
0058-05-11-83	Ivory Ely Sr.
0059-05-11-83	Allstate Ins Co & Robert Foley
0074-05-11-83	State Farm Ins Co & Barbara Dillon
0097-05-11-83	Debbie Jones
0098-05-11-83	Illinois Bell Tel Co.
0099-05-11-83	Mary Ella Thornton
0101-05-11-83	Patricia Sreenan
0102-05-11-83	State Farm Ins Co & Walter Bohnsack
0104-05-11-83	Timothy Seither
0108-05-11-83	American Ambassador Cas.Co & Herman Lloyd
0112-05-11-83	James C Brosseau

0113-05-11-83	James Fox Jr.
0114-05-11-83	Patricia Goldsmith
0115-05-11-83	Andrea Dorsey Simmons
0121-05-11-83	Irving Zafran
0122-05-11-83	Constance Ann Valentine
0126-05-11-83	James Levatino
0130-05-11-83	Allstate INS.Co & Stanley J. Grzonka
0136-05-11-83	Navnit G. Doshi
0137-05-11-83	Vivienne Dawkins
0139-05-11-83	Isaiah Franklin Sr.
0143-05-11-83	Mrs. Vernie Hartney
0147-05-11-83	Jerome L. Landsman
0148-05-11-83	Willie Larry Jr.
0149-05-11-83	Helen Y. Latimore
0150-05-11-83	Vilma A. Juarez
0153-05-11-83	Atanacio M. Osorio
0155-05-11-83	Adam T. Niminski
0156-05-11-83	Cynthia L. Nichols
0158-05-11-83	John M. McDonald
0163-05-11-83	Mary McInerney
0164-05-11-83	Mable Perkins
0167-05-11-83	Thomas Dare
0176-05-11-83	Magda Likouresis
0177-05-11-83	Esther N. Higgins
0178-05-11-83	Emily Martin
0350-06-08-83	Joseph Tito
0351-06-08-83	Charlinea Wade
0352-06-08-83	Lawrence V. Cione
0355-06-08-83	Andrew Delessandro
0356-06-08-83	Alfonso Burdi
0357-06-08-83	Adrienne J. Brown
0359-06-08-83	Gregory J. Mann
0365-06-08-83	John J. Harrington
0367-06-08-83	State Farm Ins Co & John McDonald
0368-06-08-83	Ronnie L. Stackhouse
0369-06-08-83	Stephan A. Salaverski
0370-06-08-83	Recovery Services International & Industria Sharp
0372-06-08-83	Daniel A. Murphy
0373-06-08-83	Allstate Ins Co & Charles Murray
0375-06-08-83	Allstate INS. Co & Alyce Farrillo
0376-06-08-83	Thomas E. Wilkins
0377-06-08-83	Clyde William
0379-06-08-83	Wheels, Inc. & R. M. Campbell
0380-06-08-83	State Farm Ins Co & James Perlongo
0382-06-08-83	Allstate Ins Co & Matthew Vaughn
0390-06-08-83	Michael F. Kearney
0395-06-08-83	State Farm Ins Co & Robert Baker
0399-06-22-83	Rosetta Edwards
0414-06-22-83	Allstate Ins Co & Charlie Partlow
0429-06--22-83	Allstate Ins Co & Fred .Sherman

0441-06-22-83	American Family Ins jCo & Tracy F. Gordon
0443-06-22-83	Allstate Ins Co & George August
0447-06-22-83	John A. Hampson
0444-06-22-83	Allstate Ins Co & Susan Cutler
0449-06-22-83	Economy Fire & Cas Co & Debra Klein
0450-06-22-83	Pamela Brown
0456-06-22-83	Metropolitan Property & Liability & Jeanne Yona
0458-06-22-83	Gail L. Kidan-Bradley
0459-06-22-83	Yong Hoon Kim
0460-06-22-83	Parliner Scott
0463-06-22-83	James A. Viola
0468-06-22-83	Peoples Gas Light & Coke Co.
0469-06-22-83	Peoples Gas Light & Coke Co.
0471-06-22-83	Peoples Gas Light & Coke Co.
0473-06-22-83	Peoples Gas Light & Coke Co.
0475-06-22-83	Peoples Gas Light & Coke Co.
0497-06-22-83	Jeannette Bolden
0504-06-22-83	Wilbert O. Price
0508-06-22-83	Illinois Bell Telephone Co.
0518-06-22-83	Sentry Ins & Stransky & Son
0522-06-22-83	S. Berbakov
0523-06-22-83	Evelyn C. Bagley
0530-06-28-83	John W. Sonley
0531-06-28-83	State Farm Ins jCo & John Caldbeck
0545-06-28-83	Ill. Bell Telephone Co/
0549-06-28-83	Johnnie Benn
0551-06-28-83	Michael J. Thill
~~0552-06-28-83~~	~~Johnnie Benn~~
0179-05-11-83	Florian Kuznicki
0186-05-11-83	Travelers Ins Co & James Losasso
0210-05-11-83	Peoples Gas Light & Coke Co
0212-05-11-83	Ill. Bell Tel. Co.
0215-05-11-83	Ill. Bell Tel. Co.
0216-05-11-83	Ill. Bell Tel. Co.
0222-05-11-83	Peoples Gas Light & Coke Co
0223-05-11-83	State Farm Ins Co. & Richard Sawicki
0224-05-11-83	Bernice Garuckas
0225-05-11-83	Underwriters Adjusting Co & Margaret M. Scannel
0226-05-11-83	Marilyn Kolopanis
0227-05-11-83	James & Patricia Montgomery
0228-05-11-83	Irving Lazar
0229-05-11-83	Betty Jones
0230-05-11-83	Dorothy Grey
0231-05-11-83	Joyce A. White
0244-05-11-83	Shirley Roe
0256-05-25-83	Margaret Moser
0263-05-25-83	Allstate Ins Co & John Craft
0264-05-25-83	Alberta Barnette
0265-05-25-83	Underwriters Adj Co & North Star Van & Storage I
0266-05-25-83	James J. Ziomek
0267-05-25-83	Chicago Mutual Liability Co & JoAnn Ward
0268-05-25-83	Javier Cruz

0270-05-25-83	State Farm Ins Co & Sylvan Steinberg
0271-05-25-83	State Farm Ins Co & Gloria Tibbs
0273-05-25-83	State Farm Ins Co & Shirley Chileski
0274-05-25-83	State Farm Ins Co & Salvatore Faso
0277-05-25-83	Velma Jean Pettis
0280-05-25-83	Raul Mancillas Jr.
0286-05-25-83	Dr. Ethel J. Greene
0287-05-25-83	Castile D. Gasca JR.
0290-05-25-83	Elizabeth Elizondo
0291-05-25-83	Kathy Susan Fant
0292-05-25-83	Andrew Dalessandro
0293-05-25-83	Crawford & Co Ins. Adj. & Tupperware
0306-05-25-83	Annie M. Lindsay
0307-05-25-83	Michael Dragovich
0308-05-25-83	Salvator Frank Geraci
0309-05-25-83	Ill. Dept of Transportation
0311-05-25-83	Peter J. Russo
0314-06-08-83	Della Norman
0315-06-08-83	William and Dorothy Richardson
0335-06-08-83	State Farm Ins Co & Allan R. Conlin
0336-06-08-83	Safeco Ins. Co & Stanley Dulbis
0337-06-08-83	Edward M. Kaloo
0344-06-08-83	Wilma Vinson
0346-06-08-83	State Farm Ins Co & Melvin Sugar Meats
0348-06-08-83	Josephine Nikolic
0349-06-08-83	Mr. Merritt Harrison Newton III

0559-07-06-83	The Schubert Organization Inc.
0562-07-06-83	Thomas P. Dunleavy
0569-07-06-83	M. Martin
0588-07-13-83	Mary Knuska
0589-07-13-83	Mary Knuska
0593-07-13-83	Richard S. Johnson
0594-07-13-83	William P. Ryza
0595-07-13-83	William P. Ryza
0599-07-13-83	Isabelle Matthei
0604-07-13-83	State Farm Ins. Co. and Alan Karl
0608-07-13-83	Diane Gonzales
0609-07-13-83	Rene Cruz (Rizza)
0610-07-13-83	Charleen Crump
0612-07-13-83	Allstate Ins. Co. and Angelos Karakourtis
0628-07-13-83	W. Biegaj
0629-07-13-83	W. Biegaj
0643-07-27-83	Lake Center Mgmt (for 400 N. State St.)
0647-07-27-83	Anthony Cothran
0650-07-27-83	Mrs. Pinkie Moore
0664-07-27-83	Gilhooly, Vicki J. and John J.
0676-07-27-83	John C. Melaniphy, Jr.
0678-07-27-83	Howard Krueger
0684-07-27-83	The Hartford and Millers Klean-Rite Service
0687-07-27-83	Thomas H. Ellis
0689-07-27-83	Jay Colker
0692-07-27-83	Linda J. Canale
0700-07-27-83	Allstate Ins. Co. and Angelos Karakourtis
0701-07-27-83	William A. Johnson
0716-07-27-83	Allstate Ins. Co. and Jeffrey Feldman
0721-08-10-83	Eric D. Minor, Sr.
0722-08-10-83	Brenda Blakely
0725-08-10-83	Salvatore Cassata
0726-08-10-83	Dorothy Budell
0729-08-10-83	State Farm Ins. Co. and Mohammed Ali
0740-08-10-83	Don Nichols
0745-08-10-83	Ralph L. Edmonds
0754-08-10-83	Steven C. Wright
0759-08-10-83	George Vance
0760-08-10-83	William J. Palmer
0764-08-10-83	George Khoushaba
0769-08-10-83	Wendy M. Gottwald
0773-08-10-83	Quynh Nguyen
0774-08-10-83	The Hertz Corporation
0778-08-10-83	American Ambassador Cas. Co. as subrogee of Mae Montgomer
0779-08-10-83	American Ambassador Cas. Co. as subrogee of Deborah Hamil
0781-08-10-83	Louise Somers
0782-08-10-83	Edna A. Nadlin
0783-08-10-83	Ivy M. Sykes

0784-08-10-83	Bernice Pauley
0807-08-17-83	Ronald Coleman
0813-08-17-83	State Farm Fire & Cas. as subrogee of William H. Taylor
0814-08-17-83	Beverly Sellers
0823-08-17-83	Economy Fire & Cas. Co as subrogge of Leonard Lirtzman
0824-08-17-83	Allstate Ins. Co as subrogee of James Payton
0826-08-17-83	MRS. Beatrice Shepard
0843-08-17-83	Robert A. Mocella
0844-08-17-83	Julius M. Magill
0847-08-17-83	Adolf J. Karas
0849-08-17-83	William G. Franzen
0856-08-17-83	Allstate Ins. Co as subrogee of Michael Kohn
0860-08-17-83	Andrew E. Sauser, Jr.
0862-08-17-83	Royal Globe Ins. Cos. as subrogee of Clow Corp.
0870-08-17-83	Charles F. Bervid
0871-08-17-83	Aetna P.F.S. Div. as subrogee of Clarence Sutton
0882-11-30-81	United Parcel Service
0863-08-17-83	Vytem's Markevicius
0888-08-31-83	Shirley Harris
0906-08-31-83	Herbert E. Turner
0913-08-31-83	Freeman G. Riles, Jr.
0915-08-31-83	Recovery Services International as subrogee of Chrisita Alagbal
0923-08-31-83	Earl Edwards
0934-08-31-83	Americal Family Ins. Co. as subrogee of Wayne A. Sepanik
0940-08-31-83	W. Zegar
0950-08-31-83	Robert Linear
0960-08-31-83	Opelika Manufacturing Corp
0962-08-31-83	George E. Swilling
0964-08-31-83	Allstate Ins. Co. as subrogee of Ruth Wilkerson
0965-08-31-83	Allstate Ins. Co. as subrogee of Jeffrey Feldman
0978-09-14-83	Roosevelt Goins
0980-09-14-83	George C. Culver
0981-09-14-83	Paul Williams
0986-09-14-83	June M. Collier
0990-09-14-83	Luis Medina
0992-09-14-83	Scott M. Levine
0996-09-14-83	CNA Ins. as subrogee of Mims Motorfrate, Inc.
1016-09-14-83	Miss Stella Wallas
1032-09-28-83	Norma A. Brown
1036-09-28-83	Paul Papatola
1039-09-28-83	Joe Johnson
1048-09-28-83	Mary E. Hardmon
1049-09-28-83	Fireman's Fund Ins. Co as subrogee of Meredith J. O'Conno
1049-09-28-83	Sarah R. Jones
1079-10-12-83	Leslie Renfro
1082-10-12-83	Frederick D. Tate (Mrs)
1083-10-12-83	Sammie Taylor
1086-10-12-83	Michael Giannini
1087-09-28-83	Mrs. Odeale Washington
1088-09-28-83	Mr. John Hancock
1089-09-28-83	Mr. William Hudson
1100-10-12-83	Carl Shelley

1120-10-12-83	Kathleen Noonan
1123-10-12-83	Edward W. Johnson
1127-10-12-83	Jeffrey D. Feldstein
1130-10-12-83	Economy Fire & Cas. Co. as subrogee of Lewis D. Brown
1131-10-12-83	Fred Curry Jr.
1156-10-12-83	JC Penney Cas. Ins. Co. as subrogee of Winifred & Barbara Bank
1157-10-12-83	Industrial Fire & Cas. Co. as subrogee of Ear; Evams
1158-10-12-83	Allstate Ins. as subrogee of James Doohan
1203-10-20-83	Jeanine M. Phillips
1222-12-12-79	Northern Illinois Gas Co.
1610-03-19-82	Illinois Bell Tel. Co.
1698-04-21-82	Underwriters Adj. Co. and James Serpe
1839-05-05-82	Gene & Margaret Jankowski (Janson)
1941-01-16-80	Frank V. Ruscello
2346-	Mr. Stillie D. Nicholson
258206-30-82	Amazzalorso, Orlando
2694-06-30-82	Peoples Gas Light and Coke Co
2695-06-10-82	The Peoples Gas Light and Coke Co.
2696-06-30-82	The Peoples Gas Light and Coke Co.
2774-07-15-82	Ethel Douglas
2775-07-15-82	Ethel Douglas
2801-09-10-80	Prestige Cas. Co. and Williams and Thelma Harston
2856-07-15-82	Danae Kornaros
3047-09-15-82	Michael Dennis Webster
3097-09-15-82	Victor M. Pizarro
3240-09-15-82	Robert E. Peterson
3251-09-15-82	Lawrence J. Gutter & Abraham L. Sacks
3277-09-15-82	R & G Auto Repair
3286-09-15-82	Joanne Gasperik
3292-09-15-82	Berger Realty Group
3360-09-15-82	Tobias Ochoa
3477-10-06-82	Bora Benjamin
3569-10-15-82	State Farm Ins. Co. and Laverne Porsche
3571-10-15-82	Earl Nevels
3622-10-27-82	Walter Glab
3666-10-27-82	Mattie R. Gonzales
3668-10-27-82	Michael Gornley
3669-10-27-82	Marie and Willard Butler
3674-10-27-82	St. Francis Marie Carney, BVM
3676-10-27-82	Houston Stevens
3728-11-12-82	State Farm Ins. Co. and Betty Garcia
3795-11-18-82	100 E. Bellevue Pl. Condominium Association
3809-11-23-82	Thomas P. Urso
3810-11-23-82	Arthur Johns, Jr.
3811-11-23-82	Raymond J. Sterczynski
3814-11-23-82	Ben Butler
3815-12-30-80	State Farm Ins. Co. & Louis Semedalis
3820-11-23-82	Larry D. Hayes
3844-12-01-82	Gilberto Valle Perez.

(Continued from page 4049)

<i>Alderman</i>	<i>Location</i>
Banks (36th Ward)	N. Long Avenue, at No. 3155 -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday;
Laurino (39th Ward)	W. Wilson Avenue (south side), from a point 30 feet west of N. Kedzie Avenue to a point 85 feet west thereof -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday.

*Referred--PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF
VEHICULAR TRAFFIC TO WESTERLY DIRECTION ON
PORTION OF E. 59TH ST.*

Alderman Bloom (5th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on E. 59th Street from S. Ellis Avenue to S. Maryland Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDER FOR SURVEY TO DISCONTINUE
RESTRICTION ON MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTION ON PORTION OF
W. FULTON ST.*

Alderman D. Davis (29th Ward) presented a proposed order for a survey to discontinue the restriction imposed on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on W. Fulton Street between N. Laramie and N. Latrobe Avenues; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDER TO INSTALL PARKING METERS ON
PORTION OF E. 59TH ST.*

Alderman Bloom (5th Ward) presented a proposed order for the installation of one-hour parking meters on E. 59th Street (north side), from S. Maryland Avenue to S. Ellis Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDER TO AMEND TIME LIMITATION FOR
PARKING METERS AT SPECIFIED LOCATION.*

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend the time limitation for parking meter Nos. 494-4008 and 494-4009 at No. 4744 N. Western Avenue from a one-hour period to a 30 minute period which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDER FOR REMOVAL OF PARKING
METERS AT NO. 1111 S. WABASH AV.*

Alderman Roti (1st Ward) presented a proposed order for the removal of parking meters from in front of No. 1111 S. Wabash Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--PROPOSED ORDINANCE TO LIMIT PARKING OF VEHICLES
DURING SPECIFIED HOURS ON PORTION OF W. 53RD ST.*

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to limit the parking of vehicles to two-hour periods on both sides of W. 53rd Street from S. Cicero Avenue to the first alley east thereof from 8:00 A.M. to 10:00 P.M.; 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>
Sawyer (6th Ward)	S. St. Lawrence Avenue (east side), at No. 7727 (except for handicapped);
Madrzyk (13th Ward)	S. Spaulding Avenue (west side), at No. 5626 (except for handicapped);
Burke (14th Ward)	S. Paulina Street, at No. 4735 (except for handicapped);
Henry (24th Ward)	S. Drake Avenue (west side), at No. 2116 (except for handicapped); W. Polk Street (north side), at No. 3920 (except for handicapped);
W. Davis (27th Ward)	W. Madison Street (north side), from N. Desplaines Street to the Kennedy Expressway;
Mell (33rd Ward)	N. Mozart Street (west side), at No. 2122 (except for handicapped);
Banks (36th Ward)	N. Mason Avenue (east side), at No. 2917 (except for handicapped);
Damato (37th Ward)	N. Lockwood Avenue, at No. 910 (except for handicapped); W. Superior Street (south side), in the No. 4600 block;
Oberman (43rd Ward)	N. Burling Street, at No. 2417 (except for handicapped);
Stone (50th Ward)	N. Western Avenue (east side), at No. 7225.

*Referred--*PROPOSED ORDINANCE TO PROHIBIT PARKING OF
VEHICLES DURING SPECIFIED HOURS ON PORTION OF
S. WABASH AV.

Alderman Roti (1st Ward) presented a proposed ordinance to prohibit the parking of vehicles on S. Wabash Avenue at No. 1111 from 10:00 A.M. to 12 noon (Sundays) and from 6:00 P.M. to 8:00 P.M. (Wednesdays); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDER TO ESTABLISH "RESIDENTIAL PARKING
ZONE AREA" FOR VEHICLES ON PORTION OF S. WABASH AV.

Alderman Sawyer (6th Ward) presented a proposed order to establish a "Residential Parking Zone Area" for vehicles in the Nos. 9300 and 9400 blocks on S. Wabash Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCES TO ESTABLISH TOW AWAY
ZONES AT SPECIFIED LOCATIONS.

Alderman Bloom (5th Ward) presented three proposed ordinances to establish tow away zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Location</i>	<i>Distance</i>
E. 58th Street (south side)	From S. Cottage Grove Avenue to S. Ellis Avenue;
E. 59th Street (north side)	From S. Cottage Grove Avenue to S. Maryland Avenue;
E. 59th Street (south side)	From S. Cottage Grove Avenue to S. Ellis Avenue.

*Referred--PROPOSED ORDER FOR ADDITION TO EXISTING
TRAFFIC-CONTROL SIGNALS.*

Alderman Majerczyk (12th Ward) presented a proposed order for the addition of green arrow and walk signals to the existing automatic traffic-control signals at the intersection of S. Wood Street and W. Pershing Road; 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>
Majerczyk (12th Ward)	W. 46th Street and S. Springfield Avenue -- "Stop";
Langford (16th Ward)	W. Marquette Road and S. Throop Street -- "3-Way Stop";
Sheahan (19th Ward)	W. 100th Street and S. Claremont Avenue -- "4-Way Stop";
	W. 101st Street and S. Claremont Avenue -- "4-Way Stop";
Krystyniak (23rd Ward)	W. 53rd Street and S. Millard Avenue -- "All-Way Stop";
	W. 57th Place and S. Hamlin Avenue -- "All-Way Stop";
Banks (36th Ward)	N. Pacific Avenue and W. Roscoe Street -- "Stop";
	N. Sayre Avenue and W. Wolfram Street -- "Stop";
Pucinski (41st Ward)	At the exit ramp merging into W. Higgins Avenue for N. Harlem Avenue -- "Stop";
	N. Naples Avenue and N. Naper Avenue -- "Stop";

McLaughlin (45th Ward)

W. Carmen Avenue and N. Lamon Avenue
-- "2-Way Stop";

N. Elston Avenue and W. Bryn Mawr Avenue
-- "2-Way Stop."

Referred--PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE
TONS FOR VEHICLES ON SPECIFIED STREETS.

Alderman Hutchinson (9th Ward) presented 27 proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Location</i>	<i>Distance</i>
E. Brayton Street	From S. State Street to S. Michigan Avenue;
S. Calumet Avenue	From E. 119th Street to E. 120th Place;
S. Daniel Drive	From E. 130th Street to E. 132nd Place;
S. Edbrooke Avenue	From E. 120th Place to E. 122nd Street;
E. 103rd Place	From S. State Street to S. Indiana Avenue;
E. 110th Place	From S. State Street to S. Michigan Avenue;
E. 110th Street	From S. State Street to S. Michigan Avenue;
E. 114th Place	From S. State Street to S. King Drive;
E. 116th Street	From S. State Street to S. Front Avenue;
E. 117th Place	From S. State Street to S. Indiana Avenue;
E. 117th Street	From S. State Street to S. Front Avenue;
E. 118th Place	From S. State Street to S. Indiana Avenue;
E. 118th Street	From S. State Street to S. Prairie Avenue;
E. 119th Place	From S. State Street to S. Indiana Avenue;
E. 119th Street	From S. Michigan Avenue to S. Calumet Avenue;
E. 120th Place	From S. State Street to S. Calumet Avenue;
E. 120th Street	From S. State Street to S. Calumet Avenue;
E. 121st Place	From S. State Street to S. Front Avenue;
E. 121st Street	From S. Indiana Avenue to S. Front Avenue;
E. 121st Street	From S. State Street to S. Michigan Avenue;
E. 122nd Place	From S. State Street to S. Indiana Avenue;

E. 122nd Street	From S. State Street to S. Indiana Avenue;
E. 123rd Street	From S. State Street to S. Indiana Avenue;
E. 124th Place	From S. State Street to S. Indiana Avenue;
E. 124th Street	From S. State Street to S. Indiana Avenue;
E. 125th Place	From S. State Street to S. Michigan Avenue;
E. 126th Street	From S. State Street to S. Michigan Avenue.

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Claims and Liabilities*, as follows:

<i>Alderman</i>	<i>Claimant</i>
Roti (1st Ward)	Mrs. Mary Fire;
Sawyer (6th Ward)	Willie D. Austin, Elmer Wright;
Majerczyk (12th Ward)	Bronius Ambraziejus;
Burke (14th Ward)	Thomas R. Ficke;
Nardulli (26th Ward)	Fafendyk, Ramon Rivas;
Oberman (43rd Ward)	Lawrence J. Gutter and Abraham Leo Sacks.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CERTAIN GRANT
OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to amend the ordinance passed by the City Council on October 31, 1983, C.J.P. p. 2950, granting permission to Rush-Presbyterian St. Luke's Medical Center to maintain and use two pedestrian bridges near S. Paulina and W. Harrison Streets by heretofore describing "Bridge 1" as a one-story bridge in height (instead of a two-story bridge in height) and by setting the compensation to be Six Hundred and no/100 Dollars (instead of Nine Hundred and no/100 Dollars).-
-Referred to the Committee on Streets and Alleys.

*Referred--*PROPOSED ORDERS FOR PERMITS TO INSTALL
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also three proposed orders for issuance of sign permits for Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, IL 60610, to install sign/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

2002 S. Halsted Street -- general advertisers/various copy;

1132 S. Jefferson Street -- general advertisers/various copy;

2512 S. Michigan Avenue -- general advertisers/various copy.

Presented by

ALDERMAN BLOOM (5th Ward):

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

A proposed order for issuance of a permit to Hampton House Condominium Association, to maintain and use an existing canopy attached to the building or structure located at 5300 South Shore Drive--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

*Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 17
OF MUNICIPAL CODE CONCERNING HAZARDOUS WASTE.*

A proposed ordinance to amend Chapter 17 of the Chicago Municipal Code which would define the term "hazardous waste" (Section 17-1.11), would set regulations regarding the dumping of such wastes (Section 17-6.2), and would set penalties for repeated offenses (Section 17-6.12), etc.--*Referred to the Committee on Energy and Environmental Protection.*

*Referred--PROPOSED ORDINANCE TO APPROVE PLAT
OF SUBDIVISION.*

Also a proposed ordinance to approve a plat of "General Mills, Inc. Owner's Fourth Division" located on the east side of S. Muskegon Avenue between a line approximately 300 feet north of E. 106th Street and a line approximately 500 feet north of the north line of E. 106th Street, etc.--*Referred to the Committee on Streets and Alleys.*

*Referred--PROPOSED RESOLUTION URGING CONTINENTAL
AIRLINES TO DISCONTINUE BANKRUPTCY PROCEEDINGS.*

Also a proposed resolution urging Continental Airlines to discontinue its bankruptcy proceedings, satisfy the outstanding claims of its consumers and resume negotiations with representatives of all of its employees, etc.--*Referred to the Committee on Aviation.*

*Referred--PROPOSED RESOLUTION DIRECTING COUNCIL COMMITTEE
ON COMMITTEES AND RULES TO INVESTIGATE CERTAIN
VIDEO TAPING.*

Also a proposed resolution directing the Committee on Committees and Rules to immediately investigate the alleged video taping of all City Council sessions by a certain city employee, apparently in the course of employment, with equipment and supplies belonging to the city.--*Referred to the Committee on Committees and Rules.*

Presented by

ALDERMAN MADRZYK (13th Ward):

Congratulations Extended John and Mickey M. Dziekan on Occasion of
Their 42nd Wedding Anniversary.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. John Dziekan, outstanding citizens of the City of Chicago, are celebrating 42 years of wedded bliss; and

WHEREAS, John and Mickey M. Dziekan were married November 29, 1941, at St. Joseph's Church on Chicago's great Southwest Side. John is a precinct captain in the 13th Ward Regular Democratic Organization and an electrician for the City of Chicago. He is also a dedicated member of the Holy Name Society of St. Nicholas of Tolentine Roman Catholic Church; and

WHEREAS, Mickey and John Dziekan epitomize the beauty and solidity of family life of which the leaders of this great City are so justly proud: they have three children and three grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 16th day of December 1983, A.D., do hereby offer our congratulations to Mr. and Mrs. John Dziekan on the occasion of their 42nd wedding anniversary as well as our very best wishes for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. John Dziekan.

Alderman Madrzyk 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 Madrzyk the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN STREETER (17th Ward):

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

A proposed order for issuance of a permit to Barbara Gamble, to maintain and use two existing canopies attached to the building or structure located at 7842 South Racine Avenue.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN KRISTYNIK (23rd Ward):

Referred--PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF
S. OAK PARK AV. FOR SCHOOL PURPOSES.

A proposed order to grant permission to the Michael M. Byrne Elementary School, 5329 South Oak Park Avenue, to close to traffic S. Oak Park Avenue between W. 53rd Street and W. 54th Street, for school purposes on all school days.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN MARZULLO (25th Ward):

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

A proposed order for issuance of a permit to Alco Gravure, Inc., to maintain and use an existing canopy attached to the building or structure located at 2436 W. 15th Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN D. DAVIS (29th Ward):

*Referred--*A PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPIES.

A proposed order for issuance of a permit to Hayes Management, to construct, maintain and use three canopies attached to the building or structure located at 5114 W. Madison Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN KOTLARZ (35th Ward),
ALDERMAN D. DAVIS (29th Ward)
and Others:

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 130
OF MUNICIPAL CODE CONCERNING SALE
OF CERTAIN MOTOR FUEL.

A proposed ordinance, presented by Aldermen Kotlarz, D. Davis, Hansen, Mell, Banks, Majerczyk, Schuller, Stone, Santiago, Hagopian, Streeter, Humes, Orr, W. Davis, Langford, Damato and Smith to amend Chapter 130 of the Chicago Municipal Code which would set forth regulations in regard to the sale of motor fuel containing ethylene dibromide (EDB) or tetra ethyl lead (lead) within the City of Chicago, etc.--*Referred to the Committee on Health.*

Presented by

ALDERMAN PUCINSKI (41st Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 26
OF MUNICIPAL CODE CONCERNING BUSINESSES
IN SPECIFIED AREA.

A proposed ordinance to amend Chapter 26 of the Chicago Municipal Code by inserting a new section to be known as Section 26-27 and which would assist in the establishment of a system for encouraging small, disadvantaged, and woman-owned businesses and local businesses in the City of Chicago/Labor Surplus Area.--*Referred to the Committee on Finance.*

*Referred--*PROPOSED ORDINANCE TO
APPROVE PLAT OF ADDITION.

Also a proposed ordinance to approve a plat of "David J. Cahill's Seventh Addition to Chicago" located in the area bounded by W. Castle Island Avenue, W. Sunnyside Avenue, N. Delphia Avenue, and N. Cumberland Avenue, etc. and both sides of N. Maria Court, etc.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDINANCE TO AMEND
CERTAIN LANGUAGE IN BUSINESS
PLANNED DEVELOPMENT NO. 258.

Also a proposed ordinance to amend Business Planned Development No. 258, specifically the Planned Development Use and Bulk Regulations, Generalized Description of Land Use, as passed on March 16,

1981 and printed in the Council Journal of the Proceedings, page 5686, in reference to a certain area near the John F. Kennedy Expressway and N. Delphia Avenue, by deleting the word "Hotel" in said Planned Development Regulations.--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN NATARUS (42nd Ward):

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

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

American National Bank & Trust, under trust No.25037--to maintain and use an existing canopy at No. 14 W. Elm Street;

McClurg Court Associates--to maintain and use an existing canopy at No. 600 N. McClurg Court.

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL
AND MAINTAIN SPECIFIED PLANTERS.

Also a proposed order to issue a permit to Baxter Homes, 1601 Oakwood Avenue, Highland Park, IL, for the installation and maintenance of planters within the public right of way in front of the premises known as 40 E. Delaware Place, Chicago, IL, upon the approval of plans and specifications, and upon the payment of permit fees but without compensation, etc.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred--PROPOSED ORDINANCE TO CLOSE TO TRAFFIC
PORTION OF W. CONCORD PL.

A proposed ordinance to close to vehicular traffic W. Concord Place from the west right of way line of N. Burling Street extending west of the first north-south running alley except for Police, Fire, C.T.A. and other emergency vehicles; and to further develop said area as a landscaped area.--*Referred to the Committee on Streets and Alleys.*

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

Also a proposed order for issuance of a permit to Benny's Pizzeria, Inc., to maintain and use an existing canopy attached to the building or structure located at 2138 N. Halsted Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HANSEN (44th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 29 OF
MUNICIPAL CODE TO REQUIRE MANDATORY
BICYCLE REGISTRATION.

A proposed ordinance to amend Chapter 29 of the Chicago Municipal Code, Sections 29.1-4, 29.1-8, 29.1-9, and 29.1-10, which would require the registration of all bicycles by bicycle dealers.--*Referred to the Committee on License.*

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

Also a proposed order for issuance of a permit to Billy Hork Galleries, to maintain and use an existing canopy attached to the building or structure located at 3033 N. Clark Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

**Congratulations Extended to Gene and Lill Minogue for Their Years
of Service to Family and Community.**

A proposed resolution reading as follows:

WHEREAS, Gene and Lill Minogue are native Chicagoans originally from the De Paul area at Sheffield and Webster Avenues; and

WHEREAS, They have resided on the northwest side of this city for the past twenty-seven years; and

WHEREAS, They are active and outstanding members of both the community and parish in which they live; and

WHEREAS, Gene and Lill Minogue are the loving and caring parents of nine children, and through their hundreds of sacrifices and examples of selflessness, they have instilled in their children a great sense of family pride, civic responsibility and compassion for one's fellow man; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 16th day of December, 1983 do hereby congratulate and extend our sincere appreciation to Gene and Lill Minogue for their many years of loving and unselfish service to their family and community.

Alderman McLaughlin 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 McLaughlin the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN ORBACH (46th Ward):

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

A proposed order for issuance of a permit to Charles and Lisa Raeber, to maintain and use an existing canopy attached to the building or structure located at 3845 N. Broadway.--*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 Mama Rosa's Longobardi, Inc., to maintain and use an existing canopy attached to the building or structure located at 3401-3411 N. Western Avenue.--*Referred to the Committee on Streets and Alleys.*

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

License Fee Exemptions:

BY ALDERMAN EVANS (4th Ward):

Convalescent Home of the First Church of Deliverance, No. 4314 S. Wabash Avenue.

BY ALDERWOMAN LANGFORD (16th Ward):

The Hospital of Englewood, No. 6001 S. Green Street.

BY ALDERMAN MARZULLO (25th Ward):

Mount Sinai Hospital Medical Center of Chicago, S. California at W. 15th Street.

BY ALDERMAN W. DAVIS (27th Ward):

Chase House, Inc. Day Care Center, sundry locations (2).

BY ALDERMAN HAGOPIAN (30th Ward):

Saint Joseph Home of Chicago, No. 2650 N. Ridgeway Avenue.

BY ALDERMAN SANTIAGO (31st Ward):

Walther Memorial Hospital, No. 1116 N. Kedzie Avenue.

By ALDERMAN BANKS, (36th Ward):

Shriners Hospital, No. 2111 N. Oak Park Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Swedish Covenant Hospital, No. 5145 N. California Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Midwest Population Center, No. 100 E. Ohio Street.

Dr. William M. Scholl College of Podiatric Medicine, No. 1001 N. Dearborn Street.

BY ALDERMAN OBERMAN (43rd Ward):

Saint Joseph Hospital, No. 2900 N. Lake Shore Drive.

Cancellation of Warrants for Collection:

BY ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital, No. 5700 N. Ashland Avenue--boiler inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital Health Care Center, No. 411 W. Dickens Avenue--pipe inspection.

Refund of Fee:

BY ALDERMAN W. DAVIS (27th Ward):

Chase House Inc. Day Care Center, No. 211 S. Ashland Avenue--Refund for the amount of \$75.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (November 23, 1983).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on November 23, 1983, as follows:

Page 3592 - by inserting the words and number "and 035" on the seventeenth line from the bottom of the page following the number "25-02-115-034".

The motion *Prevailed*.

Journal (December 9, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, December 9, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

1984 Annual Appropriation Ordinance Approved as Amended.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance, deferred and ordered published in the Journal of the Proceedings on December 9, 1983, pages 3742-3743, recommending that the City Council pass the 1984 Annual Appropriation Ordinance as amended. (Proposed 1984 Annual Appropriation Ordinance as amended printed as Committee Pamphlet No. 1.)

Alderman Burke then introduced a series of amendments to the proposed 1984 Annual Appropriation Ordinance.

[Amendments printed on pages 4127 thru 4154 of this Journal.]

Alderman Oberman moved to refer the amendments to the Committee on Finance.

Alderman Natarus then moved to recess until Monday, December 19, 1983 at 10:00 A.M.

After debate, Alderman Pucinski moved to *Lay the Motion to Recess on the Table*.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--29.

Nays--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--19.

Alderman Oberman then moved to *Withdraw* his motion to refer the amendments to the Committee on Finance. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke the amendments to the proposed 1984 Annual Appropriation Ordinance were *Adopted* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--29.

Nays--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--19.

Alderman Burke then moved to *Pass* the 1984 Annual Appropriation Ordinance, *as amended*. The motion *Prevailed* by yeas and nays as follows:

(Continued on page 4155)

AMENDMENTS OF
THE ANNUAL APPROPRIATION ORDINANCE OF THE
CITY OF CHICAGO FOR THE YEAR 1984

Section 6

STRIKE: Line 9 and 10 starting with "...and the Chairman of the City Council Committee on Finance...."

INSERT: Line 9 after Budget Director insert "and".

STRIKE: Line 13 starting with "...all offices or positions as set forth in Department of Personnel Schedule A in effect December 1, 1983 as on file in the Department of Personnel...."

INSERT: Line 13 after for insert "...the respective offices or positions...."

STRIKE: Section 6 second full paragraph strike in its entirety.

INSERT: Section 6 new second full paragraph to read as follows:

Initial appointments to any positions shall be made at the entrance rate of the salary range prescribed for the applicable class grade. In exceptional cases, upon recommendation by the department head and approval of the Commissioner of Personnel, the Budget Director and the Chairman of the Committee on Finance of the City Council, initial appointment may be made at a rate above the normal entrance rate. Entrance above the normal entrance rate shall be based on the outstanding and unusual character of the applicant's education, experience and training over and above the minimum qualifications specified for the class. In no event shall the authority conferred herein be exercised in violation of the Shakman Judgment.

STRIKE: Section 6 fourth full paragraph strike in its entirety.

INSERT: Section 6 new fourth full paragraph to read as follows:

However, every employee or officer, except seasonally hired employees, student interns, and those employees listed in Attached Schedule A2, who has been continuously employed by the City of Chicago for a period of at least twelve months in any position or positions shall not be discharged or terminated unless or until he or she has been provided with 10 days written notice of an intention to discharge or to terminate such employee; such notice shall state the cause, which shall be limited to those causes enumerated Department of Personnel Rule XVIII, and such employee shall be afforded a hearing as provided by Department of Personnel Rule XVIII.

Amendments to 1984 Annual Appropriation
Page Two

STRIKE: Section 6 fifth full paragraph strike in its entirety.

INSERT: Section 6 new fifth full paragraph to read as follows:

The Commissioner of Personnel shall prepare and present to the City Council on the fifteenth day of each month a written report of all vacancies occurring during the preceding month due to resignation, retirement, death, layoff, promotion, demotion, discharge, or termination. The report shall be submitted on a form to be prepared by the Budget Director and the City Council Committee on Finance.

AMENDMENTS

STRIKE: "...and the Committee on Finance..." on the following pages:

293, 294, 298, 305, 333, 400, 437, 450, 477

CORPORATE FUND

Estimates of Assets and Liabilities as of January 1st, 1984 and estimates of the amount of such assets and revenue which are appropriable for the year 1984.

UNDER: Estimates of Corporate Revenue for 1984 Other than from Property Taxes.

TAXES

STRIKE:	Municipal Public Utilities Tax	\$196,600,000
INSERT:	Municipal Public Utilities Tax	197,600,000
STRIKE:	Commercial & Industrial Lease Tax	31,210,000
STRIKE:	Employer's Expense Tax	14,700,000
INSERT:	Employer's Expense Tax	36,000,000
STRIKE:	Municipal Cigarette Tax	28,000,000
INSERT:	Municipal Cigarette Tax	39,000,000
TOTAL INCREASE IN REVENUE		\$ 2,090,000

OFFICE OF MUNICIPAL INVESTIGATIONS

Page 3

STRIKE:

.157	Rental of Equipment & Services	\$	80,000
------	--------------------------------	----	--------

INSERT:

.157	Rental of Equipment & Services		100,000
------	--------------------------------	--	---------

Page 4

INSERT:

1253	Assistant Director	1	37,368
------	--------------------	---	--------

STRIKE:

1254	Investigator Specialist	1	28,392
------	-------------------------	---	--------

INSERT:

1254	Investigator Specialist	3	28,392
------	-------------------------	---	--------

STRIKE:

1254	Investigator Specialist	2	25,776
------	-------------------------	---	--------

INSERT:

1254	Investigator Specialist	3	25,776
------	-------------------------	---	--------

STRIKE:

1254	Investigator Specialist	2	20,184
------	-------------------------	---	--------

INSERT:

1254	Investigator Specialist	8	<u>20,184</u>
------	-------------------------	---	---------------

NET INCREASE		\$	261,032
--------------	--	----	---------

AMENDMENTS

OFFICE OF BUDGET AND MANAGEMENT

Data Center

-1152

Page 8

INSERTS:

1169	Chief Application Designer	1	\$ 29,844
1174	Principal Applications Designer	2	27,060
1170	Senior Applications Designer	3	24,528
1171	Applications Designer	3	20,184

Page 9

-1153

1150	Senior Systems Programmer	1	25,776
1139	Senior Systems Programmer Trainee	1	16,608
1181	Senior Telecommunications Specialist	1	22,260
NET INCREASE			282,744

Amendments

DEPARTMENT OF PLANNING

Page 34

STRIKE:

.149	Other Professional & Technical Services	100,000
------	---	---------

INSERT:

.149	Other Professional & Technical Services	300,000
------	---	---------

STRIKE:

.159	Publications	10,000
------	--------------	--------

INSERT:

.159	Publications	27,500
------	--------------	--------

STRIKE:

.162	Repair or Maintenance of Equipment	20,000
------	------------------------------------	--------

INSERT:

.162	Repair or Maintenance of Equipment	29,500
------	------------------------------------	--------

STRIKE:

.245	Reimbursement to Travelers	3,000
------	----------------------------	-------

INSERT:

.245	Reimbursement to Travelers	8,800
------	----------------------------	-------

	NET INCREASE	232,800
--	--------------	---------

CITY COMPTROLLER

Page 46

INSERT:

0141	Deputy Assistant Comptroller- Financial Policy	1	\$ 53,040
------	---	---	-----------

PAGE 47

STRIKE:

0414	Inquiry Aide II	1	11,844
------	-----------------	---	--------

INSERT:

0414	Inquiry Aide II (Error - No money increase)	2	11,844
------	--	---	--------

Page 48

STRIKE:

0102	Accountant II	1	19,224
------	---------------	---	--------

INSERT:

0102	Accountant II (Error - No money increase)	2	19,224
------	--	---	--------

STRIKE:

0190	Accounting Technician II	1	18,312
------	--------------------------	---	--------

INSERT:

0190	Accounting Technician II (Error - No money increase)	2	18,312
------	---	---	--------

Page 49

INSERT:

0308	Staff Assistant	1	20,184
------	-----------------	---	--------

Page 51

STRIKE:

Less Turnover	200,000
---------------	---------

INSERT:

Less Turnover	<u>100,000</u>
---------------	----------------

NET INCREASE

\$ 173,224

DEPARTMENT OF REVENUE

Page 56

INSERT:

0214	Managing Deputy Director-Revenue	1	\$ 50,364
------	----------------------------------	---	-----------

Page 58

0413	Inquiry Aide I	1	12,396
------	----------------	---	--------

STRIKE: LEASE TAX - 1529

1112	Chief Supervisor of Operations	1	27,060
0413	Inquiry Aide I	3	11,316
0414	Inquiry Aide II	2	11,844
1043	Tax Examiner	2	13,668
0825	Principal Stenographer	2	11,844
0193	Auditor III	3	21,180
0189	Accounting Technician I	2	13,668
0190	Accounting Technician II	2	16,608
0149	Supervisor of Auditing	1	25,776
0193	Auditor II	3	19,224
0191	Auditor I	3	17,412
1198	Data Processing Coordinator I	1	20,184
0660	Computer Console Operator	1	12,396
	Schedule Salary Adjustments		<u>10,701</u>
		26	438,777

Page 58

STRIKE:

Less Turnover	<u>147,000</u>
---------------	----------------

NET REDUCTION	229,017
---------------	---------

Amendments

DEPARTMENT OF LAW
1610

Page 61

STRIKE:

1610.140 Professional and Technical Services \$1,400,000

INSERT:

1610.140 Professional and Technical Services 806,264

Page 63

INSERT: Appeal and Review-1613

1643	Attorney	3	22,260
0864	Senior Legal Stenographer	1	15,828
0862	Legal Stenographer	1	11,844

INSERT: Torts-1614

1642	Senior Attorney	1	52,416
1642	Senior Attorney	1	44,592
1635	Paralegal	4	15,828
0878	Legal Typist	3	13,020

Page 64

INSERT: Revenue-1615

1643	Attorney	4	22,260
------	----------	---	--------

INSERT: Real Estate, Liens and Land Acquisition

1643	Attorney	2	28,392
------	----------	---	--------

INSERT: Building and Housing-1617

1642	Senior Attorney	2	37,368
1642	Attorney	2	22,260
0863	Legal Secretary	2	17,412

December 16, 1983

UNFINISHED BUSINESS

4137

DEPARTMENT OF HEALTH

Page 96

INSERT:

3751	Public Health Nurse	6 \$	18,468
------	---------------------	------	--------

Page 97

INSERT:

3419	Health Educator I	9	<u>13,668</u>
------	-------------------	---	---------------

NET INCREASE			233,820
--------------	--	--	---------

Amendments

DEPARTMENT OF HUMAN SERVICES

Page 140

INSERT:

3817	District Manager	2	39,072
3817	District Manager	1	31,320
	District Manager	<u>1</u>	<u>27,060</u>
	NET INCREASE	4	136,524

December 16, 1983

UNFINISHED BUSINESS

4139

POLICE DEPARTMENT

Page 168

Senior Citizen's Services -4144

INSERT:

9204	Senior Public Safety Aide	30	\$ 11,844
------	---------------------------	----	-----------

Page 205

STRIKE:

Less Turnover	3,700,000
---------------	-----------

INSERT:

Less Turnover	<u>5,000,000</u>
(Reflects double funding for	
promotion positions -- 63 @	
\$21,216)	

NET REDUCTION	\$ 944,680
---------------	------------

Amendments

FIRE DEPARTMENT

Page 206

STRIKE:

.182	Heat, Light & Power (Public)	\$2,050,000
------	------------------------------	-------------

INSERT:

.182	Heat, Light & Power (Public)	2,090,000
------	------------------------------	-----------

NET INCREASE

40,000

Page 208

STRIKE:

.801	For the Implementation of the Computer Aided Dispatch System	250,000
------	---	---------

INSERT:

.801	For the Implementation of the Computer Aided Dispatch System	300,000
------	---	---------

Page 215

INSERT:

0123	Fiscal Administrator	1	39,072
0115	Fiscal Manager	1	27,060
8761	Assistant Director of Public and Internal Information	1	42,342

NET INCREASE

\$ 198,474

Amendments

DEPARTMENTAL OF INSPECTIONAL SERVICES

Page 235 -- Records

INSERT:

0836	Senior Typist	1	\$ 13,668
------	---------------	---	-----------

Page 244 -- Electrical Code Compliance Inspection

STRIKE:

5151	Electrical Inspector	42	3,153.50 M
------	----------------------	----	------------

INSERT:

5151	Electrical Inspector	<u>46</u>	<u>3,153.50 M</u>
------	----------------------	-----------	-------------------

TOTAL INCREASE	5	\$ 165,036
----------------	---	------------

Amendments

OFFICE OF CABLE COMMUNICATIONS ADMINISTRATION

Page 261

STRIKE:

4880.801	Reimbursement of Expenses of Commissioners	20,000
----------	--	--------

INSERT:

4880.801	Reimbursement of Expenses of Commissioners	80,000
----------	--	--------

NET INCREASE

60,000

December 16, 1983

UNFINISHED BUSINESS

4143

DEPARTMENT OF STREETS & SANITATION
Commissioner's Office

Page 265

INSERT:

8278	First Assistant Commissioner of Streets & Sanitation	1	\$ 57,960
0810	Executive Secretary II	1	<u>23,388</u>
	NET INCREASE		\$ 81,348

DEPARTMENT OF STREETS AND SANITATION

Page 276

INSERT:

8177	Assistant General Superintendent of Sanitation	1 \$	44,592
------	--	------	--------

Page 277

INSERT:

0381	Director of Administration II	1	27,060
------	-------------------------------	---	--------

Page 278

INSERT:

8173	Ward Superintendent	2	<u>27,060</u>
------	---------------------	---	---------------

NET INCREASE

125,772



December 16, 1983

UNFINISHED BUSINESS

4145

Amendments

DEPARTMENT OF STREETS AND SANITATION
Bureau of Parking

Page 310

STRIKE:

7465	Supervisor of Parking Meters Maintenance	2M	\$1,606.00M
------	--	----	-------------

INSERT:

7465	Supervisor of Parking Meters Maintenance	1	19,224
------	--	---	--------

STRIKE:

7466	Parking Meter Repairman-in Charge	2M	1,526.00M
------	-----------------------------------	----	-----------

INSERT:

7466	Parking Meter Repairman-in Charge	1	18,312
------	-----------------------------------	---	--------

STRIKE:

7466	Parking Meter Repairman-in Charge	2M	1,256.00M
------	-----------------------------------	----	-----------

INSERT:

7466	Parking Meter Repairman-in Charge	1	14,352
------	-----------------------------------	---	--------

NET INCREASE

\$ 43,112

DEPARTMENT OF STREETS AND SANITATION
Bureau of Forestry

Page 313

STRIKE:

7952	City Forester III	1 \$	27,060
------	-------------------	------	--------

INSERT:

7952	City Forester III	2	27,060
------	-------------------	---	--------

NO CHANGE IN MONEY

December 16, 1983

UNFINISHED BUSINESS

4147

CORPORATE FUND
DEPARTMENT OF PUBLIC WORKS
Commissioner's Office

Page 317

INSERT:

3053	Equal Opportunity Specialist	1	\$ <u>18,312</u>
------	------------------------------	---	------------------

NET INCREASE			\$ 18,312
--------------	--	--	-----------

DEPARTMENT OF PUBLIC WORKS
BUREAU OF TRANSPORTATION, PLANNING & PROGRAMMING

Page 323

INSERT:

1456	Assistant Director of Project Development	1	\$ 31,320
5611	Civil Engineer I	1	19,224
2919	Senior Planning Analyst	1	21,180
1404	City Planner IV	1	23,388
1403	City Planner III	1	21,180
1402	City Planner II	1	19,224
1401	City Planner I	1	17,412
1406	Planning Assistant	2	<u>15,072</u>
	NET INCREASE		183,072

DEPARTMENT OF PUBLIC WORKS
Bureau of Engineering

Page 328

INSERT:

5921	Assistant Chief Engineer	1	\$ 37,368
5630	Coordinating Engineer I	1	46,596
5630	Coordinating Engineer I	1	34,272
5616	Supervising Engineer	2	31,320
5615	Civil Engineer V	1	28,392
5614	Civil Engineer IV	4	25,776
5613	Civil Engineer III	2	23,388
5612	Civil Engineer II	3	21,180
5611	Civil Engineer I	2	19,224
5815	Electrical Engineer V	1	28,392
5814	Electrical Engineer IV	1	25,776
5813	Electrical Engineer III	1	23,388
5811	Electrical Engineer I	2	19,224
6055	Mechanical Engineer V	1	28,392
6054	Mechanical Engineer IV	2	25,776
6053	Mechanical Engineer III	1	23,388
6052	Mechanical Engineer II	1	21,180
6051	Mechanical Engineer I	1	20,184
6051	Mechanical Engineer I	1	19,224
5622	Structural Engineer V	2	28,392
5619	Structural Engineer III	1	23,388
6142	Engineering Technician III	1	15,072
6140	Engineering Technician I	2	11,316
5762	Civil Engineering Draftsman II	1	21,180
5762	Civil Engineering Draftsman II	3	15,072
5761	Civil Engineering Draftsman I	1	12,396
5784	Electrical Engineering Draftsman II	1	15,072
5789	Mechanical Engineering Draftsman II	2	15,072
5752	Map Draftsman II	1	<u>12,296</u>

NET INCREASE

\$ 995,240

DEPARTMENT OF PUBLIC WORKS
Bridge Maintenance and Operation

Page 339

STRIKE:

7234	Roving Bridgetender & Bridgetender Operating One-Man Bridge	82 \$	1,665.50m
------	--	-------	-----------

INSERT:

7234	Roving Bridgetender & Bridgetender Operting One-Man Bridge	83	1,665.50m
------	---	----	-----------

STRIKE:

7233	Bridgetender	47	1,605.00m
------	--------------	----	-----------

INSERT:

7233	Bridgetender	<u>49</u>	<u>1,605.00m</u>
------	--------------	-----------	------------------

TOTAL INCREASE		3	58,506
----------------	--	---	--------

December 16, 1983

UNFINISHED BUSINESS

4151

DEPARTMENT OF PUBLIC WORKS
Bureau of Architecture

Page 345

INSERT:

5408	Coordinating Architect	1	\$	34,272
------	------------------------	---	----	--------

Page 346

INSERT:

5424	Supervising Architect	1		28,392
------	-----------------------	---	--	--------

5404	Architect I	1		25,776
------	-------------	---	--	--------

5402	Architect II	1		20,184
------	--------------	---	--	--------

5401	Architect I	2		<u>17,412</u>
------	-------------	---	--	---------------

NET INCREASE			\$	143,448
--------------	--	--	----	---------

DEPARTMENT OF PUBLIC WORKS
Bureau of Construction

Page 350

INSERT:

5616	Supervising Engineer	1	31,320
5615	Civil Engineer V	1	28,392
5614	Civil Engineer IV	1	25,776
5613	Civil Engineer III	1	23,388
5612	Civil Engineer II	1	21,180
5611	Civil Engineer I	1	15,344
5611	Civil Engineer I	4	19,224
6145	Engineering Technician VI	1	22,260
6144	Engineering Technician V	1	20,184
6140	Engineering Technician I	1	11,316
6144	Engineering Technician V	1	20,184
4834	Bridge & Structural Iron Worker	2	17.68h
4301	Carpenter	1	16.50h
9411	Construction Laborer	1	13.65h
6674	Machinist	2	17.40h
4634	Painter	1	14.50h
4855	Sheet Metal Worker	1	16.85h
4774	Steamfitter	1	<u>18.00h</u>

NET INCREASE

\$ 601,546

December 16, 1983

UNFINISHED BUSINESS

4153

DEPARTMENT OF PUBLIC WORKS
Bureau of Buildings Management

Page 361

INSERT:

4223	Custodial Worker (6 mos.)	10	\$ 1,347.50m
9593	Station Laborer (6 mos.)	8	7.06h

Page 363

STRIKE:

Less Turnover	150,000
---------------	---------

INSERT:

Less Turnover	<u>175,000</u>
---------------	----------------

NET INCREASE	114,569
--------------	---------

CORPORATE FUNDDepartment of Finance-General

Page 368

STRIKE:	9112.441	\$ 500,000
INSERT:	9112.441 (Equipment)	400,000
STRIKE:	9112.720	400,000
INSERT:	9112.720 (Finance Committee)	100,000
STRIKE:	9112.803	400,000
INSERT:	9112.803 (Tuition Reimbursement)	500,000
STRIKE:	9112.805 (Lease Tax)	250,000
STRIKE:	9112.808 (Appropriation Accounting)	500,000
STRIKE:	9112.814 (Warehouse Study)	325,000

Page 370

INSERT:	9112.822 For legal, technical, medical and professional services, appraisers, consultants, printers, court reporters and professional services authorized by the Chairman of the Committee on Finance.	300,000
---------	---	---------

Page 368

STRIKE:	9112.730	350,000
INSERT:	9112.730	60,000

Page 370

INSERT:	9112.823 For legal, technical, medical and professional services, appraisers, consultants, printers, court reporters, and other professional services authorized by the City Council.	290,000
---------	---	---------

NET REDUCTIONS

\$1,075,000

(Continued from page 4126)

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--29.

Nays--Aldermen Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--19.

[The Annual Appropriation Ordinance and amendments passed for the year 1984 are printed as an Addendum to this Document.]

**Authority Granted for Conveyance of Real Estate from Board
of Education to City and Reconveyance from City to
El Valor Corp.**

On motion of Alderman Banks the City Council took up for consideration the report of the Committee on Land Acquisition and Disposition deferred and published in the Journal of the Proceedings of August 31, 1983, pp. 1743-1745, recommending that the City Council pass two proposed ordinances granting authority to convey real estate from Board of Education to City and reconveyance from City to El Valor Corporation.

On motion of Alderman Banks *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--48.

Nays--None.

The following are said ordinances as passed:

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held March 9, 1983 by a vote of not less than three-fourths of its full membership determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education and further ordered that a request in writing to the City Council of the City of Chicago be presented to it to convey said property from the City of Chicago in Trust For The Use of Schools to the City of Chicago; now, therefore,

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

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

Lots 13 to 24 both inclusive and the vacated alley south of and adjoining Lots 19 to 24 and the North 1/2 of the vacated alley south of and adjoining Lots 14 to 18 and West 9 feet of Lot 13 as vacated by ordinance recorded April 24, 1962 as Document No. 18457137 in the Subdivision of Block 52 of Section 19, Township 39 North, Range 14, Cook County, Illinois,

which property has approximately 41,012 square feet, is vacant and is not used for any school purpose and is no longer necessary or for the best interests of the Board of Education of the City of Chicago to retain, be conveyed by the City of Chicago in Trust For The Use of Schools to the City of Chicago.

SECTION 2. That the consideration of said conveyance be the sum of Thirty-six Thousand Dollars (\$36,000.00).

SECTION 3. That the Mayor of the City of Chicago is authorized to execute said deed as trustee for the use of schools and the City Clerk to attest to said instrument.

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

WHEREAS, The Department of Housing of the City of Chicago pursuant to its purpose of encouraging housing in City neighborhoods has negotiated with El Valor Corporation for the sale of a parcel of land located at the southeast corner of Damen Avenue and 19th Street to said El Valor Corporation; and

WHEREAS, El Valor Corporation is a non-profit corporation organized under its Illinois charter for the purpose of establishing a center for mentally and physically handicapped persons; and

WHEREAS, The proposed development contemplates construction of a nine unit group home for the developmentally disabled using HUD's Section 202 Loan Program and Section 8 rental assistance; and

WHEREAS, The construction on, and use of the parcel of land legally described below is for a public purpose well within the Home Rule powers of the City of Chicago under Article VII, Section 6 of the Illinois Constitution of 1970; now, therefore,

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

SECTION 1. That the following described property to wit:

Lots 13 to 24 both inclusive and the vacated alley South of and adjoining Lots 19 to 24 and the North 1/2 of the vacated alley South of and adjoining Lots 14 to 18 and West 9 feet of Lot 13 as vacated by ordinance recorded April 24, 1962 as Document Number 18457137 in the subdivision of Block 52 of Section 19, Township 39 North, Range 14, in Cook County, Illinois,

which property has approximately 41,012 square feet, is vacant and is not necessary or for the best interest of the City to retain, be conveyed by deed to the El Valor Corporation for a consideration of Thirty-six Thousand Dollars (\$36,000.00) and the redevelopment of said property into a nine unit group home for the developmentally disabled, is approved.

SECTION 2. That the Mayor is authorized to execute said deed of conveyance and the City Clerk to attest the same.

SECTION 3. That this ordinance be in full force and effect from and after the date of its passage.

Re-Deferred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF CONTRACT ON
BEHALF OF CITY WITH CHICAGO SHELTERS ADVERTISING, INC., FOR
BUS SHELTER DEVELOPMENT PROGRAM.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of November 23, 1983, pages 3476-3477, recommending that the City Council pass a proposed ordinance to authorize execution of a contract on behalf of the City with Chicago Shelters Advertising, Inc., for a bus shelter development program.

On motion of Alderman Burke the said proposed ordinance was *Re-referred to the Committee on Finance.*

MISCELLANEOUS BUSINESS.

Referred--BIDS FOR SALE OF BOARD OF EDUCATION PROPERTY.

The City Clerk transmitted three communications from Walter K. Knorr, City Comptroller, under date of December 16, 1983, which read as follows:

Transmitted herewith eleven (11) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 5801-5827 N. Ottawa Avenue/7616-7624 W. Ardmore Avenue, which was authorized by ordinance passed for the Board of Education.

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 1801-1815 N. Mohawk Street (Former 43rd Office & Yard), which was authorized by ordinance passed for the Board of Education.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 2801-2851 West 19th Street, which was authorized by ordinance passed for the Board of Education.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition and Disposition.*

The following is a summary of said bids:

*Nos. 5801-5827 N. Ottawa Av./
7616-7624 W. Ardmore Av.*

Aaby Builders, Inc., 6126 N. Northwest Highway, Chicago, Illinois 60631: Amount bid \$267,250.00, deposit check \$26,725.00 (certified check);

Carmelo Blacconeri and Ronald Gregorio, Mid-America Construction, 6400 W. Foster Avenue, Chicago, Illinois 60656: Amount bid \$201,000.00, deposit check \$20,100.00 (certified check);

David J. Cahill, Inc., 3731 N. Oconto Avenue, Chicago, Illinois 60634: Amount bid \$248,400.00, deposit check \$24,840.00 (cashier's check);

Thomas G. Fleming, 5447 W. Sunnyside Avenue, Chicago, Illinois 60630: Amount bid \$245,350.00, deposit check \$24,535.00 (cashier's check);

Theodore Machnicki, 3801 W. 55th Street, Chicago, Illinois 60632: Amount bid \$102,000.00, deposit check \$10,200.00 (cashier's check);

Salvatore M. Chereso, 4534 N. Mason Avenue, Chicago, Illinois 60630: Amount bid \$192,600.00, deposit check \$19,260.00 (cashier's check);

Cahill Builders, Inc./David F. Cahill, 6041 W. Montrose Avenue, Chicago, Illinois 60634: Amount bid \$211,200.00, deposit check \$21,120.00 (certified check);

Western Financial Corporation, 5345 W. Lawrence Avenue, Chicago, Illinois 60630: Amount bid \$281,000.00, deposit check \$28,100.00 (certified check);

Joseph Kaminski, 5106 W. Roscoe Street, Chicago, Illinois 60641: Amount bid \$128,256.00, deposit check \$12,825.60 (cashier's check);

Sam Zitella, 4950 N. Harlem Avenue, Harwood Heights, Illinois 60656, and Stanley Kalinowski, 5868 W. Gunnison Street, Chicago, Illinois 60630: Amount bid \$192,000.00, deposit checks \$9,600.00 (cashier's check) and \$9,600.00 (money order), totaling \$19,200.00;

Midwest Bank and Trust Company, U/T No. 83-12-4295, 1606 N. Harlem Avenue, Elmwood Park, Illinois 60635: Amount bid \$193,506.00, deposit check \$19,350.00 (cashier's check);

*Nos. 1801-1815 N. Mohawk St.
(Former 43rd Yard & Office).*

Margie K. Cohen, 2332 N. Clark Street, Chicago, Illinois 60614: Amount bid \$177,250.00, deposit check \$17,725.00 (certified check);

S & Z Investments, Inc., 1330 N. Dearborn Street, Chicago, Illinois 60610: Amount bid \$502,000.00, deposit check \$50,200.00 (cashier's check);

Mohawk/Menominee Partnership No. 1, c/o Newman & Lustig, 1050 N. State Street, Suite 3L, Chicago, Illinois 60610: Amount bid \$567,000.00, deposit check \$56,700.00 (cashier's check);

Enrico Plati, c/o Freides and Plati, Ltd., 1825 N. Lincoln Plaza, Suite 212, Chicago, Illinois 60614: Amount bid \$396,500.00, deposit check \$39,650.00 (cashier's check);

Nos. 2801-2851 W. 19th St.

Franciscan Sisters Health Care Corporation, c/o McCarthy & Toomey, 111 W. Washington Street, Chicago, Illinois 60602: Amount bid \$112,000.00 deposit check \$11,200.00 (certified check).

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 sixteenth (16th) day of December, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the twenty-second (22nd) 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.

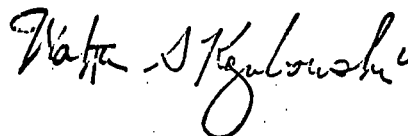
On motion of Alderman Burke the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--48.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, December 22, 1983, at 10:00 A.M., in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.