



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

Regular Meeting—Wednesday, June 20, 1984

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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.

Absent--Aldermen Majerczyk, Brady, Stemberk, Mell.

Call to Order.

On Wednesday, June 20, 1984 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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.

Quorum present.

On separate motions made by Aldermen Krystyniak and Gabinski, respectively, it was ordered noted in the Journal that Aldermen Stemberk and Mell were absent due to illness.

Invocation.

Bishop Chester M. Batey, Sr., Hyde Park Bible Church of God in Christ, opened the meeting with prayer.

Motion to Suspend Rules--Congratulations Extended State Chess Champions of Lane Technical High School.

Alderman Schuler moved to *Suspend the Rules Temporarily* to take up out of the regular order of business a proposed resolution congratulating the Lane Technical High School Chess Team upon being awarded the championship of the Illinois High School Association Chess Competition. The motion *Prevailed*.

Alderman Schuler presented the following proposed resolution:

WHEREAS, The Chess Team of Lane Technical High School has brought glory to the school and to our great City of Chicago by having been awarded the championship of the Illinois High School Association Chess Competition; and

WHEREAS, The members of this outstanding chess team--Kevin Chin, William Fong, Sung Han, Michael Yoshida, Howard Wong, Eugene Gasataya, Gregory Shapiro, Donald Yung--and Coach Ken Carpenter are being acclaimed throughout the United States for their outstanding ability, skill and competitiveness in the game of chess; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 20th day of June, 1984, A.D., extend the congratulations of the proud people of the City of Chicago to the Chess Team of Lane Technical High School on having been awarded the championship of the Illinois High School Association Chess Competition, and also our own very best wishes to this outstanding team for further championships in future competitions; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Chess Team of Lane Technical High School.

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

On motion of Alderman Schulner the foregoing proposed resolution was *Adopted* unanimously.

Honorable Harold Washington, Mayor, then presented a parchment copy of the resolution to Coach Ken Carpenter and the team members. Coach Carpenter thanked the Mayor and Members of the Council for the honor accorded the team. The team was warmly applauded by all the Members of the City Council and assembled guests.

*Motion to Suspend Rules--Congratulations Extended Ernest A. Griffin,
Funeral Director, Upon 50 Years of Service to City.*

Alderman Rush moved to *Suspend the Rules Temporarily* to take up out of the regular order of business a proposed resolution congratulating Ernest A. Griffin upon his fifty years of service to the City as a funeral director. The motion *Prevailed*.

Alderman Rush presented the following proposed resolution:

WHEREAS, Ernest A. Griffin of Griffin Funeral Home, will be one of 31 Illinois funeral directors honored on June 20, 1984 at the State Convention of Illinois Funeral Directors for 50 years of service; and

WHEREAS, Mr. Griffin is the first black member of the International Federation Thanatologist Association; and

WHEREAS, Mr. Griffin has conducted services for numerous prominent personalities such as the late Olympic athlete, Jesse Owens, America's first black astronaut, Maj. Robert Lawrence, Jr. and the Hon. Elijah Muhammad; and

WHEREAS, Mr. Griffin also has the honor of being the first American funeral director requested to conduct a state funeral in a foreign country, when designated to conduct funeral rites for the late Liberian Consul, Gen. William H. Jones; and

WHEREAS, Mr. Griffin has produced three films covering aspects of his industry including, "The Inevitable", a study of burial rites through history and "The Story of Cremation"; and

WHEREAS, "The Funeral Rites of Consul Jones", won Mr. Griffin wide acclaim at the International Association of Thanatologists in March, 1980, Sydney, Australia; and

WHEREAS, Mr. Griffin had been the recipient of several awards, including the Tutankhamun Award, and the Codex Honorarius; and

WHEREAS, In addition to his achievements as a funeral director and embalmer, Mr. Griffin has made numerous contributions to the community as the originator of the Earl B. Dickinson Law Day, as director of the Griffin Music Hall, a facility for the performing arts, and as a member of the Board of Directors of Lakeside Bank of Chicago; now, therefore,

Be It Resolved, That the Mayor and City Council of the City of Chicago, assembled this 20th day of June, 1984, urge the people of the City of Chicago to join in congratulating Ernest A. Griffin upon his distinguished fifty years as a funeral director; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Griffin and his family.

Alderman Rush 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 Rush the foregoing proposed resolution was *Adopted* unanimously.

*Motion to Suspend Rules--Congratulations Extended Emergency
Medical Service of Chicago Fire Department
Upon 10th Anniversary.*

Alderman Sheahan moved to *Suspend the Rules Temporarily* to take up out of the regular order of business a proposed resolution congratulating the Emergency Medical Service of the Chicago Fire Department upon its 10th Anniversary. The motion *Prevailed*.

Alderman Sheahan presented the following proposed resolution:

WHEREAS, The Emergency Medical Service of the Chicago Fire Department is celebrating its 10 Year Anniversary the week of June 23, 1984; and

WHEREAS, In June of 1974 the Chicago Fire Department initiated the Advanced Life Support Service staffed with two fire fighter/paramedics. These advanced life support service ambulances were stationed out at O'Hare Airport; and

WHEREAS, The Chicago Fire Department operates a system of forty-nine ambulances to serve the emergency medical needs of over three million citizens of the City of Chicago. These ambulances are staffed with qualified paramedics and advanced life support equipment, capable of treating patients from minor ailments to major illnesses and injuries; and

WHEREAS, In November of 1974, the Chicago Fire Department began recruiting paramedics for fire services. Sixty-six officers from the fire services, equipped with a basic first-aid kit, were recruited to manage the newly established Emergency Medical Service; and

WHEREAS, Today the Emergency Medical Service staffed with four hundred and sixty-nine paramedics has developed into a superb operation providing optimum pre-hospital emergency medical care for the citizens of the City of Chicago; and

WHEREAS, During the last ten years this Emergency Medical Service has responded to over 1.5 million requests for emergency treatment from citizens of Chicago. These requests have ranged from auto and truck accidents to CTA accidents, from gunshot and stabbing victims to overdose victims, from cardiac arrest to childbirth, and from fires to calls for inhalators; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered here this 20th day of June, 1984, A.D., do hereby commend the paramedics of the Emergency Medical Service for their outstanding performance and dedication and acknowledge the important contribution that these men and women have made for all Chicagoans. We hope that they will continue to provide the necessary and life saving roles they play in our City of Chicago.

Alderman Sheahan 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 Sheahan (seconded by Aldermen Humes, Pucinski, D. Davis and Stone) the foregoing resolution was *Adopted* unanimously.

Alderman Sheahan then introduced to the Council the following individuals who were in attendance at the meeting:

Fire Commissioner Louis Galante
Chief Paramedic Ronald Smith
Deputy Commissioner Charles Roberts
Edwin Ritz
Elsbeth Miller
James Surma

At the request of Alderman Sheahan the following letter submitted by Fire Commissioner Louis Galante was read by the clerk:

CHICAGO FIRE DEPARTMENT

June 19, 1984.

Honorable Michael F. Sheahan

Dear Alderman Sheahan:

The following individuals have proven their concern and dedication for the general public, by their constant involvement within the Emergency Medical Services of the Chicago Fire Department, for ten years or more.

I would be deeply honored if the names of these individuals would be mentioned during the City Council Chambers ceremony.

Edward, Jesse - Killed in line of duty

Scates, Robert H., Jr.	9/16/70
Watts, Alexander, Sr.	9/16/70
Strickland, Elijah	9/16/70
Hardy, John	9/23/70
Fier, John A.	2/16/71
Surma, James	3/03/71
Barry, Thomas J.	5/16/72
Ward, Patrick J., Jr.	10/01/73
Allind, Craig Ed.	11/12/74
Case, William V.	11/12/74

Cooper, James L.	11/12/74
Kettenbeil, Gunther B.	11/12/74
Panchesin, Stephen S.	11/12/74
Scipione, Anthony, Jr.	11/12/74
Sims, Dudley V.	11/12/74
Collins, Fred	11/29/74
McKittrick, Michael M.	11/29/74
Pattee, Steven R.	11/29/74
Preston, John T.	11/29/74
Staerk, Gerald K.	11/29/74
Miller, Elsbeth	11/29/74

Respectfully,

(Signed) LOUIS T. GALANTE, *Commissioner,*
Chicago Fire Department.

***Motion to Suspend Rules--Congratulations Extended Washington
High School Girls' Softball Team As Winners of Chicago
Public School League Championship.***

Alderman Vrdolyak moved to *Suspend the Rules Temporarily* to take up out of the regular order of business a proposed resolution congratulating George Washington High School Girls' Softball Team upon winning the Chicago Public School League Championship. The motion *Prevailed*.

Alderman Vrdolyak presented the following proposed resolution:

WHEREAS, The Girls' Softball Team of George Washington High School, on Chicago's great Southeast Side, has won the championship in the Chicago Public School League by defeating the excellent team from Hubbard High School in the final playoff June 5, 1984; and

WHEREAS, The 13 outstanding players of the Washington High School Girls' Softball Team, under Coach Mitchell Krauszowski and Assistant Coach Cynthia Plys, have just completed an outstanding season with 18 wins and only 3 losses; and

WHEREAS, The members of this fine team have continually exhibited the sterling qualities of sportsmanship, team spirit, and fair play, and thus represent the youth of our great City of which its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered here this 20th day of June, 1984, A.D., do hereby offer our congratulations to the team from George Washington High School on winning the Chicago Public School League Girls' Softball Championship, and our best wishes to each and every team member for a future full of success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Girls' Softball Team of George Washington High School.

Alderman Vrdolyak 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 Vrdolyak the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Harold Washington, Mayor, then presented a parchment copy of the resolution to each member of the team and to Coach Mitchell Krauszowski. The team was enthusiastically applauded by all the Members of the City Council and assembled guests.

REGULAR ORDER OF BUSINESS RESUMED.

Tribute to Late William A. Lee.

Honorable Harold Washington, Mayor, on behalf of himself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, William A. Lee was a cherished friend of working men and women throughout the nation and a warm friend of the people of Chicago, always contributing to the growth and vitality of our city through his leadership in the Chicago Federation of Labor; and

WHEREAS, Bill Lee knew the importance of quiet action and never departed from his role as a peacemaker and gentleman in the councils of labor and management; and

WHEREAS, William A. Lee played a significant part in the real progress of Chicago's working people throughout the 20th century and was loved and honored by all Chicagoans throughout his professional career; and

WHEREAS, Bill Lee worked in his young manhood as a Teamster driving a bakery truck and grew from those early experiences into a labor statesman, counselor and respected adviser of mayors and beloved conciliator until his death; and

WHEREAS, Bill Lee served as president of the Chicago Federation of Labor for nearly 40 years and in that position offered continuing guidance to the City's union on matters of policy and political strategy and his voice and thoughts were deemed invaluable; now, therefore,

Be It Resolved, That we, the Mayor of the City of Chicago and the City Council of Chicago, assembled this 20th day of June, 1984, cherish the memory of this fine man and offer prayers and deepest condolences to the family of Bill Lee; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of William A. Lee.

Alderman Burke 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 Burke (seconded by Aldermen Pucinski, Natarus, Marzullo, Vrdolyak and Cullerton) the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

**Special Permits Authorized to Conduct "Summer Stage/84"
in Central Business District.**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--At the request of the Greater State Street Council and the Chicago Council on Fine Arts, I transmit herewith an ordinance providing for the issuance of permits for use of the public way to conduct "Summer Stage/84" in the central business district on June 23, 1984.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The State Street Mall is a unique setting for the presentation and enjoyment of cultural and entertainment activities; and

WHEREAS, The Greater State Street Council and Downtown Marketing and Promotions, Inc., in conjunction with the Chicago Council on Fine Arts and other downtown businesses and organizations, desires to present an event known as "Summer Stage/84" on June 23, 1984, in downtown Chicago, including portions of the State Street Mall; and

WHEREAS, The presentation of Summer Stage/84 will enhance the cultural and social atmosphere of the City of Chicago as well as promote commercial activity within the central business district; now, therefore,

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

SECTION 1. The Commissioner of Public Works is hereby authorized and directed to issue to Downtown Marketing and Promotions Inc., and the Greater State Street Council all necessary permits for use of the public way on the State Street Mall or other areas of the central business district for the presentation of Summer Stage/84, subject to the conditions stated in this ordinance.

SECTION 2. Permits issued under this ordinance shall be valid only on June 23, 1984.

SECTION 3. Downtown Marketing and Promotions, Inc. and the Greater State Street Council shall pay all appropriate fees for any permit issued pursuant to this ordinance.

SECTION 4. Downtown Marketing and Promotions, Inc. and the Greater State Street Council shall provide evidence of liability insurance for claims of personal injury and property damage which may arise as a result of activities performed pursuant to permits issued under this ordinance. Such insurance shall be in an amount not less than \$500,000 per person and \$1,000,000 per occurrence, and shall name the City of Chicago as an additional insured.

SECTION 5. Downtown Marketing and Promotions, Inc. and the Greater State Street Council shall execute an Indemnification Agreement indemnifying the City of Chicago from any and all costs or fees resulting from any claim, action or suit which may arise as a result of activities performed pursuant to permits issued under this ordinance.

SECTION 6. All sales of food and/or beverages pursuant to permits issued under this ordinance shall be conducted in accordance with the general requirements of Chapters 130, 173.1 and 173.2 of the Municipal Code of Chicago for such sales.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

Placed on File--MAYOR'S APPOINTMENT OF LAMONTE E.
STALLWORTH AS MEMBER OF ILLINOIS LOCAL LABOR
RELATIONS BOARD.

Honorable Harold Washington, Mayor, submitted the following communication, which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 14, 1984.

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

LADIES AND GENTLEMEN--Please be advised that I have appointed Lamonte E. Stallworth, Ph.D., as a member of the Illinois Local Labor Relations Board for a term ending on the fourth Monday in January, 1988.

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

Placed on File--MAYOR'S APPOINTMENT OF MS. LOUISE Q. LAWSON
AS MEMBER OF MAYOR'S REAL ESTATE REVIEW COMMITTEE.

Honorable Harold Washington, Mayor, submitted the following communication, which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 19, 1984.

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

LADIES AND GENTLEMEN--Please be advised that I have appointed Ms. Louise Q. Lawson as a member of the Mayor's Real Estate Review Committee. Ms. Lawson will replace Mr. Dempsey Travis as a member of the committee.

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

*Referred--*REPORT REQUESTED, PURSUANT TO COUNCIL RULE 41, CONCERNING
APPOINTMENTS OF MAYOR HAROLD WASHINGTON TO CITY COLLEGES
BOARD OF TRUSTEES.

Honorable Harold Washington, Mayor, submitted the following communication, which was *Referred to the Committee on Education*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--I have submitted the attached letter to the Chairman of the Committee on Education, pursuant to Rule 41 of the Rules of the City Council, concerning the appointments of Dr. Shirley Buttrick, Carmen Rivera-Martinez, Tommy Briscoe, Ronald Gryzwinski, Reverend Albert Sampson and Reverend Jeremiah Wright to the City Colleges Board of Trustees.

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

*Referred--*MAYOR'S APPOINTMENTS OF KENNETH G. GROGGS
AND ERNEST BUSH, JR. AS MEMBERS OF BUILDING
BOARD OF APPEALS.

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 Buildings*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--I herewith appoint the following people as members of the Building Board of Appeals:

Kenneth G. Groggs to succeed Andrew Heard for a term expiring April 21, 1986

Ernest Bush, Jr. to succeed Daniel Levin for a term expiring April 21, 1985

I respectfully request your approval of these appointments.

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

*Referred--*MAYOR'S APPOINTMENTS OF REV. MONSERRATE ROMERO
AND REGINALD D. ADAMS AS MEMBERS OF BOARD OF
MUNICIPAL INVESTIGATIONS.

June 20, 1984

COMMUNICATIONS, ETC.

7483

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 Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--I herewith appoint the following people as members of the Board of Municipal Investigations:

Rev. Monserrate Romero to succeed Walter Laughlin for a term expiring April 12, 1986

Reginald D. Adams to succeed Lee Flaherty for a term expiring April 12, 1986

I respectfully request your approval of these appointments.

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

*Referred--*MAYOR'S APPOINTMENTS OF MS. JETTA JONES AND
JOHNNY C. SMITH AS MEMBERS OF CHICAGO REGIONAL
PORT AUTHORITY.

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 Ports, Wharves and Bridges*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--I herewith appoint the following people as members of the Chicago Regional Port Authority:

Ms. Jetta Jones to succeed Thomas Campbell for a term expiring June 1, 1989

Johnny C. Smith to succeed Thomas Hogan for a term expiring June 1, 1989

I respectfully request your approval of these appointments.

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

*Referred--*MAYOR'S APPOINTMENTS OF TIMUEL BLACK, WILLIAM DARR
AND LUPE LOZANO AS MEMBERS OF BOARD OF
LOCAL IMPROVEMENTS.

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 Streets and Alleys*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--I herewith appoint the following people as members of the Board of Local Improvements:

Timuel Black to succeed Edward J. McNulty

William Darr to succeed Domenick J. DiFrisko

Lupe Lozano to fill a position that is presently vacant

I respectfully request your approval of these appointments.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF CITY OF
CHICAGO GENERAL OBLIGATION BONDS, SERIES OF 1984.

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

June 20, 1984.

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

LADIES AND GENTLEMEN--I herewith transmit an ordinance authorizing the issuance of City of Chicago General Obligation Bonds, Series of 1984.

Your favorable consideration of this matter will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF INDUSTRIAL
REVENUE BOND FOR PROJECT BY PEPPER CONSTRUCTION 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

June 20, 1984.

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 \$5,000,000 for the construction of a project by Pepper Construction Company.

Your favorable consideration of this ordinance will be appreciated.

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

June 20, 1984

COMMUNICATIONS, ETC.

7485

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF GRANT
APPLICATION WITH F.A.A. FOR AIRPORT IMPROVEMENTS AT
O'HARE AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, transmitted herewith is a Grant Application between the City of Chicago and the Federal Aviation Administration for airport improvements at Chicago-O'Hare International Airport.

Your favorable consideration of this matter will be greatly appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
AGREEMENT BETWEEN CITY AND STATE FOR AIRPORT
IMPROVEMENTS AT O'HARE AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, transmitted herewith is an Agreement of Limited Agency between the City of Chicago and the State of Illinois for airport improvements at Chicago-O'Hare International Airport.

Your favorable consideration of this matter will be greatly appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL
APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY
JEFFCO OFFSET CO.

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

June 20, 1984.

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 \$1,000,000 for the development of a project by Jeffco Offset Company.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO CLOSE TO TRAFFIC
PORTION OF W. VAN BUREN ST. FOR BETHANY
HOSPITAL REDEVELOPMENT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 20, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance requesting the closing to vehicular traffic of a portion of W. Van Buren Street at S. St. Louis Avenue, as part of a plan for the redevelopment of Bethany Hospital.

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:

"FINANCIAL FITNESS WEEK IN CHICAGO":
June 4-9, 1984;

"INDEPENDENT VOTERS OF ILLINOIS-INDEPENDENT PRECINCT ORGANIZATION DAY IN CHICAGO":
June 9, 1984;

"NATIONAL ASSOCIATION OF MEDIA WOMEN DAY IN CHICAGO":
June 10, 1984;

"EDWARD G. GARDNER DAY IN CHICAGO":
June 10, 1984;

"SECURITY AWARENESS DAY IN CHICAGO":
June 12-14, 1984;

"WEST SIDE ORGANIZATION AWARDS DAY IN CHICAGO":

June 14, 1984;

"FLAG DAY IN CHICAGO":

June 14, 1984;

"GARY CIVIC SYMPHONY ORCHESTRA DAY IN CHICAGO":

June 17, 1984;

"NEW WORLD PATRIOTISM DAY COALITION PARADE DAY IN CHICAGO":

July 4, 1984;

"LUPUS AWARENESS DAY IN CHICAGO":

July 15, 1984;

"WOMEN'S EQUALITY DAY IN CHICAGO":

August 25, 1984.

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Acceptances and Bonds Under Ordinances.

Also acceptances and bonds under ordinances as follows:

Gunthorp Warren Printing Company: Acceptance and bond under an ordinance passed on March 30, 1984 (clock); filed on June 19, 1984;

Hilton Hotels Corporation: Acceptance and bond under an ordinance passed on December 28, 1983 (vaulted sidewalk space); filed on June 19, 1984;

National By-Products, Inc.: Acceptance and bond under an ordinance passed on March 30, 1984 (overhead wires); filed on June 6, 1984.

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

Also communications from Sigmund C. Ziejewski, District Engineer, under date of June 4, 1984, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

March 30, 1984.

Execution of Agreement authorized between City and State for reconstruction of 122nd Street between Stony Island and Torrence Avenues;

April 13, 1984.

Funds authorized for New Street Construction at specified locations;

Funds authorized for Engineering of New Street Construction;

Funds authorized for Street Sign Maintenance for Year 1984;

Execution of Agreement authorized between City and State for reconstruction of Harrison Street Viaduct between Chicago River and Canal Street;

Execution of Agreement authorized between City and State for improvement of intersection of State Street and Jackson Boulevard;

Execution of Agreement authorized between City and State for improvement of intersection at Central Avenue, Foster Avenue, and Northwest Highway;

Execution of Agreement authorized between City and State for improvement of Marine Drive between Irving Park Road and Lawrence Avenue;

April 25, 1984.

Execution of Agreement authorized between City and State for installation of Traffic Signals at Ontario Street and McClurg Court;

Funds authorized for maintenance and repair of Sidewalks;

May 9, 1984.

Funds authorized for Repairs to Pavements in Improved Streets, County or State Highways during Year 1984;

Funds authorized for Repairs to Curbs and Gutters in Improved Streets, County and State Highways during 1984;

Funds authorized for Street Cleaning Maintenance of Improved Streets, County and State Highways during 1984;

Funds authorized for Snow and Ice Control Maintenance of Improved Streets, County and State Highways during 1984;

Funds authorized for Street Light Maintenance during Year 1984;

Funds authorized for Bridge Maintenance and Repair Program during Year 1984;

Execution of Agreement authorized between City and State for reconstruction of Pratt Boulevard between Sheridan Road and Ridge Boulevard;

Execution of Agreement authorized between City and State for improvement of Kimball Avenue under Railroad Viaduct between Kennedy Expressway and Newport Avenue.

Reports and Documents of Commonwealth Edison Co.

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of June 6, 1984, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company as listed below:

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of June, 1984.

Statement for bills issued in June, 1984, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income of Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), for the months of March and April, 1984.

Quarterly report to Securities and Exchange Commission (Form 10-Q) as of March 31, 1984.

Report to stockholders of Annual Meeting of Stockholders held April 18, 1984."

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 June 6, 1984, 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 June 20, 1984, 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 June 6, 1984, 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 June 20, 1984.

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

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

Zoning Reclassifications of Particular Areas.

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

American Diversified Capital Corporation--to classify as a Residential-Business Planned Development instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

W. Huron Street; a line 187.59 feet east of and parallel to N. Franklin Street; the alley next south of W. Huron Street; and N. Franklin Street;

Board of Trustees of Community College, District 508--to classify as a Central Area Parking Planned Development instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-E bounded by

E. Haddock Place; a line 72 feet west of N. Garland Court; E. Lake Street; and a line 48 feet east of N. Wabash Avenue;

David E. Friedler--to classify as an R4 General Residence District instead of an M2-2 General Manufacturing District the area shown on Map No. 4-H bounded by

W. 17th Street, S. Wolcott Avenue; W. 18th Street, and a line from a point 126.25 feet to a point 126.12 feet west of and parallel to S. Wolcott Avenue;

Lewis Leonard--to classify as a Business Planned Development instead of an R4 General Residence District the area shown on Map No. 13-P bounded by

W. Bryn Mawr Avenue; N. Delphia Avenue; W. Catalpa Avenue; and N. East River Road;

Madison and Halsted Partnership--to classify as a C3-5 Commercial-Manufacturing District instead of a B5-5 General Service District the area shown on Map No. 2-F bounded by

W. Madison Street; the west line of the right-of-way of the the John F. Kennedy Expressway; a line 136.65 feet north of W. Monroe Street; a line 101 feet east of S. Halsted Street; W. Monroe Street; and S. Halsted Street;

Metropolitan Resources Group, Inc.--to classify as Residential-Business Planned Development No. 62, as amended, instead of Residential-Business Planned Development No. 62 the area shown on Map No. 12-D bounded by

E. 47th Street; a line 490.42 feet south of E. 47th Street along the westerly line of S. Lake Park Avenue; S. Dorchester Avenue; E. 47th Place; the east line of the alley next east of and parallel to S. Kenwood Avenue, etc;

Modern Way Petroleum No. 5, Inc.--to classify as a B4-3 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 5-F bounded by

a line 723.50 feet south of and parallel to W. Armitage Avenue; a line 130.50 feet east of and parallel to N. Halsted Street; a line 773.50 feet south of and parallel to W. Armitage Avenue; a line 131 feet east of and parallel to N. Halsted Street; a line 821.50 feet south of and parallel to W. Armitage Avenue; and N. Halsted Street;

865 Sangamon Associates, Limited--to classify as a C3-4 Commercial-Manufacturing District

instead of an M3-4 Heavy Manufacturing District the area shown on Map No. 3-G bounded by

W. Chestnut Street; N. Peoria Street; N. Lessing Avenue; and a line 162.66 feet south of and parallel to W. Chestnut Street (running along the Chicago and Northwestern Railroad retaining wall) to a point 64.29 feet south of and parallel to W. Chestnut Street;

The Rubloff Companies, Inc.--to classify as a Business Planned Development instead of a C3-7 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by

W. Randolph Street; a line 121.14 feet east of and parallel to N. Wacker Drive; W. Court Place; and N. Wacker Drive;

Robert J. Weber--to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-N bounded by

a line 170.20 feet north of and parallel to W. Medill Avenue; N. Sayre Avenue; a line 108.95 feet north of and parallel to W. Medill Avenue; and the alley next west of and parallel to N. Sayre 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:

Abbinante Rocco, Aetna Life & Cas. Co. and Susan Rehak, Allstate Ins. Co. (5) Delfin Delgado (2), George Huff, D. and E. Kern, Sarah and Ollie Reid;

Black Sam, Brothers Michael W., Buschnyj Stefan N.;

Carthen Warren D., Chabalowski Arthur, Chaddha Yoginder P., Chaneske Daniel F., Collens Mark, Colonial Penn Ins. Co. and Jack Turnley, Condon Robert G., Conroy Michael P., Constitutional Cas. Co. and Michael Ernst, Cruz Hugo;

Dunlop Holly;

Enzukewich Steven A., Evans Mary S., Evy's Inc.;

Falsey John, Ferlinz Dr. Jack, Fessel Susy Ann, 5636 Corporation (2), Finkle Lester, First General Ins. Co. and Thomas King, Fonseca Louis, Frazin Julian;

Gay Irving III, Glover Ruth, Goldman Janice, Goodlow Geraldine and Thomas, Grabowski Ms. Helen, Gracz James J., Greene Norma Jean, Grinnell Mutual Reinsurance Co. and Ralph Allen Paynter, Gutsell Richard;

Hamilton Philip C., Harris Wayne Jr., Harvey Estella M., Hawkeye-Security Ins. Co. and Acme Lane Co. Inc.;

Illinois Bell Telephone Co. (3), Illinois Dept. of Transportation;

Jackson L. A., James Cheryl R., James Lizzie May, Jawor Joseph J., Johnson Gilbert C., Juglal Frank R.;

Karwowski Helen S., Kash Gerald Michael, King Emma, Krydynski Thomas J.;

LaVerdure Raymond, Lieberman Joyce, Leutheuser Susan, Lewis John, Liska Patricia L. (2), Lockett Arthur, Long Leroy, Lostroscio Dominick, Lucas John G., Lumbers Mutual Cas. Co. and Paul Jurcenko;

Majchrowski Ronald J., Marcantonio Stephen, McMillan, Miller Ms. Anita Faye, Murphy Patricia;

Nash Howard, Norsic Mr. Donald, Northwestern National Ins. Co. and J. Alan Wheatland;

O'Connor Robert, Osborne Vivian S.;

Peoples Gas Light and Coke Co. (3), PoKempner Marc, Psychogios John;

Recovery Services Int'l. (2) Nancy Spielman and Foru Service Center, Riveria Edith, Roberts Linda, Roza Robert;

Sagodic Susanne R., Sarelli Joseph A., Shah Praful H., Shelton Mrs. Dorothy A., Smith Clyde A., Smith Ms. Louise L., Sorrentino Mittie, Spann Ronnie, Spentzos Vasilios B., State Farm Ins. Co. (3) Adelaide Morgan, Juanita Padron and Virginia Shields;

Taub Robert, Thomas Sam A., Thorne Antonia, Towne Oscar, Towe Michael D.;

U.P.S.;

Watkins Roosevelt, Weingart Matchell, Western States Ins. Co. and Joyce Kantoff, Whitmore Daniel P., Wielowski Wieslaw, Wilson Richard A., Wright Tom.

Referred--BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Walter K. Knorr, City Comptroller, under date of June 19, 1984, which read as follows:

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for sale of Chicago Board of Education property at 4626 N. Knox Avenue which was authorized by ordinance passed July 23, 1982, page number 11769, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of Chicago Board of Education property at 5600 W. Washington Boulevard which was authorized by ordinance passed July 23, 1982, page number 11773, Council Journal.

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:

*4626 N. Knox Av.
(Mayfair School).*

Korean Catholic Community Archdiocese of Chicago, 4532 N. Western Avenue, Chicago, Illinois 60625: Amount bid \$500,000.00, deposit check \$50,000.00 (cashier's check);

Wanda Kolt Grabowski, c/o Ray Roy, 3429 N. Harlem Avenue, Chicago, Illinois 60634: Amount bid \$350,000.00, deposit check \$35,000.00 (bank check);

Irish American Heritage Center, 410 S. Michigan Avenue, Chicago, Illinois 60605: Amount bid \$502,000.00, deposit check \$50,200.00 (certified check);

Hanmee Presbyterian Church, 6680 Powell Street, Downers Grove, Illinois 60516: Amount bid \$250,011.00, deposit check \$25,011.00 (certified check);

*5600 W. Washington Blvd.
(Austin High School).*

Circle Community Center, 440 N. Mayfield Avenue, Chicago, Illinois 60644: Amount bid \$80,000.00, deposit check \$8,000.00 (certified check).

*Approval by Chicago Plan Comm. and Dept. of
Planning of Certain Proposals.*

Also copies of resolutions adopted by the Chicago Plan Commission on June 14, 1984, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Department of Finance

Disposition of Vacant City-Owned Property.

Referral Number	Address
84-063-02	1401-07 East Marquette Road/6607-11 South Dorchester Avenue
84-064-02	204 South Laramie Avenue
84-069-02	1912 South Blue Island Avenue
84-074-02	Disposal of 31 vacant City-owned properties under the Adjacent Neighbors Land Acquisition Program:

Address	Frontage	Depth	Site Size, Sq. Ft.
3318 West Adams Street	25	181	4,525
1712 North Albany Avenue	25	118	2,950
100 South California Avenue	24	70	1,680
7300 South Carpenter Street	24	125	3,000
2123 West Dickens Street	24	100	2,400
1745 North Drake Avenue	25	177	4,425
6350 South Ellis Avenue	25	125	3,125
6437 South Ellis Avenue	25	133	3,325
5126 South Emerald Avenue	25	125	3,125
5134 South Emerald Avenue	25	125	3,125
5213 South Emerald Avenue	25	126	3,150
6119 South Honore Street	25	124	3,100
1741 North Kedzie Street	25	105	2,625
1638 North Kimball Avenue	25	177	4,425
6845 South Laflin Street	25	125	3,125
1647 North Maplewood Avenue	25	125	3,125
611 North Noble Street	24	108	2,592
5933 South Parnell Avenue	24	124	2,776
866 North Paulina Street	25	130	3,250
6321 South Paulina Street	25	123	3,075
3722 West Polk Street	32	125	4,000
2734 West Potomac Avenue	25	125	3,125
5531 South Sangamon Street	25	126	3,150
1635 North Sawyer Avenue	25	177	4,425
5246 South Union Avenue	24	125	2,990
3500 West Wabansia Avenue	24	153	3,672
1637 West Washington Boulevard	20	125	2,500
1701 North Washtenaw Avenue	25	125	3,125
4441 South Wells Street	24	123	2,592
1740 North Whipple Street	25	118	2,950
923 West 53rd Street	25	108	2,700

Department of Urban Renewal.

Referral Number	Proposal
84-070-08	Amendment Number 1 to the 63rd-Stony Island Redevelopment Plan

Referral Number	Proposal
84-071-08	Amendment Number 16 to the Hyde Park-Kenwood Conservation Plan
84-072-08	Amendment Number 7 to the Southeast Englewood Urban Renewal Plan
84-073-08	Amendment Number 2 to the 67th-Stony Island Redevelopment Plan

*Referred--*REQUEST FOR NAME CHANGE OF PORTIONS OF
26TH ST. AND BLUE ISLAND AV.

Also a communication from the Commission for Justice for Rudy Lozano, who submitted a petition requesting that the name of portions of 26th Street and Blue Island Avenue be changed to "Rudy Lozano Avenue."--*Referred to the Committee on Streets and Alleys.*

*Referred--*REQUEST FOR PERMISSION TO CLOSE TO TRAFFIC
PORTION OF W. 46TH ST. FOR BLOCK PARTY.

Also a communication from Esther Cooper requesting permission to close to traffic on July 21, 1984, a portion of W. 46th Street from Western to Rockwell, for the purpose of conducting a block party.--*Referred to the Committee on Beautification and Recreation.*

*Referred--*PROPOSED ORDINANCE PRESENTED BY C.T.A.
REQUESTING APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTERS.

Also a communication received in the City Clerk's Office from the Chicago Transit Authority requesting approval by the City Council for the construction and maintenance of 32 bus passenger shelters at various locations.--*Referred to the Committee on Local Transportation.*

*Placed on File--*REPORTS OF VOUCHER PAYMENTS FOR PERSONAL
SERVICES FOR MONTHS OF MARCH, APRIL AND MAY.

The City Clerk transmitted the following reports received from Walter K. Knorr, City Comptroller, which were *Placed on File* and ordered published:

[Voucher payments for March, April and May are printed on
pages 7494 thru 7496 of this Journal.]

Personal Services Paid by Voucher For March, 1984

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	MAR. 1984
Amos D. Myrick	2822 S. Calumet	Consumer Services	Farmer's Mkt. Mgr.	100	\$ 8.00 p/h	\$ 896.181
R. W. Bonnerfol	4142 W. Cornelia	Fire	Fireman	100	80.16 Settlement	80.16
William Boyer	11700 S. Lowe	"	"	100	74.91 "	74.91
Richard Bueschel	5707 S. Kolmar	"	"	100	17.76 "	17.76
Richard Clausius	11301 S. Trumbull	"	"	100	80.16 "	80.16
T. J. Edwards	7837 S. East End	"	"	100	83.09 "	83.09
Paul Enhelder	3505 N. Overhill	"	"	100	487.50 "	487.50
Thomas Flann	5931 S. Albany	"	"	100	6,704.00 "	6,704.00
William Fleming	3717 W. 84 Pl	"	"	100	13,193.52 "	13,193.52
James Fox	5747 S. Massasoit	"	"	100	3,567.60 "	3,567.60
Darryl Gimino	5801 S. McVicker	"	"	100	77.49 "	77.49
William Haas	4536 W. 77 Pl	"	"	100	6,342.55 "	6,342.55
Anthony Heneghan	4136 N. California	"	"	100	80.16 "	80.16
Ted Kaminski	11306 S. Kedzie	"	"	100	6,480.80 "	6,480.80
T. W. Lewandowski	7244 N. Bell	"	"	100	8,752.24 "	8,752.24
Peter Murphy	3627 W. 85 St	"	"	100	6,890.10 "	6,890.10
Joseph Perisin	4135 W. 80 Pl	"	"	100	6,365.74 "	6,365.74
Russell Haley	6919 S. Karlov	"	"	100	83.09 "	83.09
Anthony Schulz	5625 S. Keller	"	"	100	9,483.32 "	9,483.32
Thomas Shanahan	8350 S. Knox	"	"	100	74.91 "	74.91
John Sheehan	1128 S. Mason	"	"	100	9,015.20 "	9,015.20
Edward Smith	10559 S. Millard	"	"	100	77.49 "	77.49
Jimmy Smith	8314 S. Seeley	"	"	100	11.37 "	11.37
Walter Spec	11126 S. Albany	"	"	100	9,891.00 "	9,891.00
John Stone	3429 S. Leavitt	"	"	100	5,427.67 "	5,427.67
Bernard Strelow	11014 S. Albany	"	"	100	6,704.00 "	6,704.00
Daniel Sullivan	3711 W. 61 Pl	"	"	100	1,300.85 "	1,300.85
Mike Tamasovich	5073 N. Olympia	"	"	100	7,756.00 "	7,756.00
Michael Vinci	8622 S. Kolmar	"	"	100	77.49 "	77.49
Mary Lou Gutierrez	2738 S. Springfield	Police	Policeman	100	28,994.66 b/p	28,994.66
John R. McKnight	8942 S. Essex	"	"	100	42,974.83 "	42,974.83
William G. Medina	10738 S. Yates	"	"	100	3,410.00 Settlement	3,410.00
Renee S. Pughaley	8141 S. Oakley	"	"	100	1,117.70 b/p	1,117.70
Angelo Rodriguez	2613 N. Fairfield	"	"	100	2,135.74 Settlement	2,135.74
John T. Ryan	6509 S. Richmond	"	"	100	152.00 b/p	152.00
James Smith Jr.	619 N. Central	"	"	100	25,287.29 "	25,278.29

June 20, 1984

COMMUNICATIONS, ETC.

7495

Personal Services Paid by Voucher for April, 1984

NAME	ADDRESS	DEPARTMENT	TITLE ACCOUNT	RATE	APR. 1984	
					0.00 p/h	1,024.00
Amos D. Myrick	2822 S. Calumet	Consumer Services	Farmer's Mkt Mgr.	100	8,004.80 Settlement	8,004.80
Edmund Cross	5424 S. Kildare	Fire	Field Oper.	100	"	5,024.80
Michael Jalove	1925 W. Summerdale	"	Fireman	100	4,255.60	4,255.60
Richard D'Tolle	10737 S. Homan	"	Field Oper.	100	4,229.75	4,229.75
Vernon Searcy	3352 N. LeClaire	"	" "	100	11,119.60	11,119.60
Donald Lewis	6700 S. Crandon	Police	Policeman	200	996.54	996.54
Sue Landry	IBM Plaza - Suite 3100	Water	Policeman	200	1,167.56	1,167.56
Lisa Debbie	" " " "	"	"	200	1,505.35	1,505.35
Rita Michalik	" " " "	"	"			

Personal Services Paid by Voucher for May, 1984

<u>NAME</u>	<u>ADDRESS</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>ACCOUNT</u>	<u>RATE</u>	<u>MAY, 1983</u>	
Amos D. Myrick	2822 S. Calumet	Consumer Services	Farmer's Mkt Mgr		100	8.00 p/h	1,140.00
P. Joseph Davis	3854 S. Archer	Fire	Field Oper.		100	8,323.70 Settlement	8,323.70
B. J. Murtaugh	8241 S. Komensky	"	" "		100	5,614.60 "	5,614.60
Lannis McAlpin	10763 S. Peoria	"	" "		100	7,561.17 "	7,561.17
William Pallister	4701 W. Lawrence	"	" "		100	10,440.00 Vac	10,440.00
Robert Rokilki	5133 N. Neva	"	" "		100	7,659.05 "	7,659.05
Deborah A. Capraro	6905 W. Medill	Personnel	Asst. Supv.		100	822.00 b/p	822.00
Patrick P. Grande	2626 N. Rutherford	Police	Police		100	2,672.52 "	2,672.52
Lloyd T. Petersen	3925 N. New England	"	"		100	589.41 "	589.41
Herman Robinson	1708 W. 103 St.	"	Patrolman		100	25,338.08 "	25,338.08

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE

**Chapter 185, Section 46.3 and Chapter 200.1 of Municipal Code
of Chicago Amended Concerning Payment of Outstanding
Water and Sewer Bills Prior to Real Property
Transactions.**

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith authorizing the amendment of Chapters 185 and 200.1 of the Municipal Code of the City of Chicago, concerning the payment of water and sewer assessments before Transaction Tax stamps will be issued for the transfer of title to real property.

Alderman Banks introduced the following amendment to the said proposed ordinances:

Amend Chapters 185-46.3 and 200.1, by striking the effective date of July 1, 1984 and making said ordinances effective upon the date of publication of the next Journal.

Alderman Burke moved to *Adopt* the foregoing amendment. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke the said proposed ordinances were *Passed, as amended*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Marzuillo, 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--45.

Nays--None.

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

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

Chapter 185, Section 46.3

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

SECTION 1. That Chapter 185 of the Municipal Code of the City of Chicago is hereby amended by adding a new Section 185-46.3 to read in italics as follows:

185-46.3 Upon application and payment of an application fee, to be determined by the Commissioner of Water, the Commissioner of Water shall issue a certificate of payment to the Director of Revenue, which shall certify that all water and sewer assessments have been paid in full.

SECTION 2. This ordinance shall be effective upon passage and due publication.

Chapter 200.1, Section 2B

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

SECTION 1. That Chapter 200.1, Section 2B of the Municipal Code of Chicago is hereby amended by adding a new Section 200.1-2B6 to read in italics as follows and inserting in its proper sequential order the remaining section:

The Director of Revenue shall issue no Transaction Tax stamps unless the Commissioner of Water provides a certificate of payment showing that as of the most current billing, all water and sewer assessments are paid in full.

[6.] 7.

SECTION 2. This ordinance shall be effective upon passage and due publication.

**Authority Granted for Extension of Commitments Under
Memorandum of Intent With United Air Lines.**

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

WHEREAS, On July 6, 1983, this City Council adopted an ordinance authorizing the execution of a Memorandum of Intent with United Air Lines, Inc. necessary for the issuance of Special Facility Revenue Bonds for financing the design, construction and equipping of facilities at Chicago-O'Hare International Airport; and

WHEREAS, The City of Chicago, through its Department of Aviation, has prepared a Master Plan Study of Chicago-O'Hare International Airport ("O'Hare Airport") which sets forth future development plans for O'Hare Airport, analyzes the economic and environmental impact of such development and describes the financing needs for such project; and

WHEREAS, It is anticipated that the City of Chicago will issue its revenue bonds to finance the development of O'Hare Airport; and

WHEREAS, The City of Chicago and United Air Lines, Inc. had entered into an Airport Use Agreement for O'Hare Airport; and

WHEREAS, Pursuant to the Airport Use Agreement and as part of the development of O'Hare Airport, certain terminal improvements for United Air Lines, Inc. are planned, which improvements are proposed to be financed by the issuance of not exceeding \$750,000,000 of City of Chicago Special Facility Revenue Bonds; and

WHEREAS, A Memorandum of Intent was approved by this City Council and entered into by the City of Chicago, Illinois (the "Issuer") and United Air Lines, Inc. (the "Company"); and

WHEREAS, Under paragraph 5 of the Memorandum of Intent all commitments of the Issuer and the Company will expire 365 days from the adoption of the original ordinance approving the Memorandum of Intent unless there is agreed upon such other date as shall be mutually satisfactory to the Issuer and the Company; and

WHEREAS, The Commissioner of the Department of Aviation and the Company recommend that all commitments under the Memorandum of Intent be extended to January 4, 1985; now, therefore,

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

SECTION 1. The recommendation of the Commissioner of the Department of Aviation and the Company is hereby accepted and approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Intent, this City Council will extend all commitments under the Memorandum of Intent to January 4, 1985.

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

**Authority Granted for Application and Execution of Agreements for
Rental Rehabilitation Grants from United States
Department of Housing and Urban
Development.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the application and execution of certain agreements for rental rehabilitation grants from the United States Department of Housing and Urban Development in the amount of \$5,360,900.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has allocated the sum of \$5,360,900 of Rental Rehabilitation Program grant funds to the City, subject to the City submitting a proper request therefore; and

WHEREAS, In furtherance of the Public-Private Partnership goals of the City, the City intends to solicit financial participation by local lending institutions in the City's Rental Rehabilitation program, thereby significantly increasing the scope and benefits thereof to the City; and

WHEREAS, The Department of Housing has prepared a Program Description and appropriate certifications as required, to accompany the City's request to HUD for grant funds allocated to it under the Rental Rehabilitation Program; now, therefore,

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

SECTION 1. The Mayor is authorized to submit, on behalf of the City of Chicago, an application to the United States Department of Housing and Urban Development to receive the City's allocation of \$5,360,900 under the Rental Rehabilitation Program.

SECTION 2. The Commissioner of Housing is authorized to execute and submit such certifications and assurances as may be required or requested in connection with the aforesaid application, including but not limited to a certification substantially in the form attached hereto as Exhibit A, a program description substantially in the form attached hereto as Exhibit B, and a memorandum of understanding substantially in the form attached hereto as Exhibit C.

SECTION 3. In the event the application is approved, the Commissioner of Housing is further authorized to enter into and execute such agreements, documents and understandings as approved by the City Council that are required or necessary to implement the terms of allocation of grant funds.

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

[Exhibits A, B and C are printed on pages 7501 thru 7510 of this Journal.]

**Authority Granted for Reallocation of Community Development
Block Grant Funds for Year IX Multi-Unit Rehabilitation
Program to Board of Education Career
Development Program.**

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

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

WHEREAS, The Mayor and the City Council are desirous of continuing the services provided by the Board of Education through its Career Development Program; and

WHEREAS, The Mayor and the City Council are desirous of continuing meaningful programs which will retain employment opportunities which would otherwise be lost due to a reduction in the Community Development Block Grant funds in Year X; and

WHEREAS, The United States Department of Housing and Urban Development will permit recipients of 1983 Emergency Jobs Bill Community Development Block Grant funds to obligate and expend in excess of 50% of said funds to Public Service projects; and

WHEREAS, The United States Department of Housing and Urban Development has increased the City's authorized level of public service expenditures under the 1983 Emergency Jobs Bill Community Development Block Grant program to \$25,600,000; and

WHEREAS, The City Council has approved an allocation of grant funds in accordance with the aforesaid May 26, 1983 ordinance from said Jobs Act totaling \$1,242,833 in support of the Multi-Unit Rehabilitation Program; and

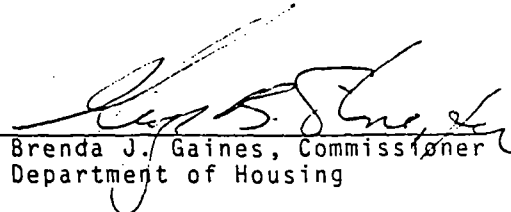
WHEREAS, The City Council has available to it \$1,100,000 of Community Development salvage (surplus funds) from the close-out of prior year budgets within the Entitlement program; and

(Continued on page 7511)

EXHIBIT A
CERTIFICATIONS

The City of Chicago, through its Department of Housing does hereby certify and attest as follows:

1. That the Submission of the Program Description of the Rental Rehabilitation Program of the City of Chicago to the U.S. Department of Housing and Urban Development [REDACTED] has been authorized by the City Council of the City of Chicago through the passage of the attached ordinance on the ____ day of June 1984.
2. That the Program Description was developed in consultation with the public through a public hearing held by the Department of Housing on June 8, 1984, and that the Program Description has been and is available to the public upon request.
3. That the City of Chicago, Department of Housing requests that the 100% lower income benefit standard be reduced to a 70% standard in order to enhance the successful implementation of the Rental Rehabilitation Program. It is further certified that this reduction is necessary to meet one or both of the following objectives.
 - a) To minimize the displacement of tenants in projects to be rehabilitated, and/or
 - b) To provide a reasonable margin for error due to unforeseen sudden changes in neighborhoods rent; failure to complete rehabilitation of projects due to unanticipated circumstances; or other reasonable contingencies.
4. That a written tenant assistance policy conforming to the requirements of 24 CFR Part 511.10 (h) (2) has been adopted by the Department of Housing as is available to the public.
5. That having read and understood the rules and policies of 24 CFR Part 511.10, the City will conduct the Rental Rehabilitation Program therewith.
6. That the Rental Rehabilitation Program will be conducted and administered in accordance with all rules and requirements set forth in 24 CFR Part 511.


Brenda J. Gaines, Commissioner
Department of Housing

18 JUNE 1984
COUNCIL
EXHIBIT C
RENTAL REHABILITATION PROGRAM

The City of Chicago has lost an estimated 60,000 housing units over the past ten years through deterioration, demolition and arson. While the current vacancy rate is estimated to be less than 3%, the continued process of new household formation threatens to create a crisis situation because of the lack of decent affordable rental housing.

In order to preserve the City's existing housing and reverse the trends toward deterioration, the City recognizes the need to rehabilitate its aging housing stock. The Rental Rehabilitation Program will concentrate on the improvement of the City's Multi-Unit buildings in those areas of the City where there is a concentration of low income families.

1. Program Activities

The overall goal of the Rental Rehab Program is to rehabilitate 1072 units of substandard housing for occupancy by low income families. Only those projects in which at least 51% of the rental floor space is intended for residential rental purposes will be considered for funding. Funding will be in the form of low interest or deferred long term loans.

The U.S. Department of Housing and Urban Development has allocated \$5,360,900 to the City of Chicago for the Rental Rehab Program. The Department of Housing anticipates using these funds to leverage an additional 6 million dollars from the private sector. These private sector funds, although not specifically committed for this program at the present time, are likely to come from the First Chicago Corporation, the Harris Bank, and Chicago United. These financial organizations have committed approximately 135 million dollars collectively for development projects in low and moderate income neighborhoods in the City. These institutions are participating in the Department of Housing's current Multi-Family program which was designed to function as a pilot program of the anticipated Rental Rehab Program.

In order to ensure the availability of these rehabilitated housing units to lower income persons, the City will make available 1,000 existing Section 8 Certificates under this program. Rent levels in all rehabilitated units must be set at or below the Fair Market Rents as defined by 24 CFR part 888 for the Section 8 existing Housing Program. These rents are currently \$290 for a studio, \$349 for a one bedroom, \$485 for a three bedroom, and \$546 for a four bedroom unit. Under the Section 8 program tenants will pay no more than 30% of their adjusted income for rent.

In addition, the City, at its discretion, can provide additional funds out of CDBG monies to write down the capital of some rehabilitation projects. This will be done in cases where the per unit rehab costs exceed \$10,000 per unit and the project is demonstrated to be of particular benefit to lower income persons or important to the stability of a particular low income neighborhood.

2. Neighborhood Selection

In order to insure that projects selected will benefit low income persons initially and for a longer period of at least 5-10 years, projects must be located in areas which meet the following criteria:

- a. The income for the particular neighborhood should not exceed 80% of the median income for the City. These incomes as calculated by HUD (March 1, 1983), are as follows:

<u>Family Size</u>	<u>80% of Median</u>
1	\$17,600.00
2	\$20,100.00
3	\$22,600.00
4	\$25,100.00
5	\$26,700.00
6	\$28,250.00
7	\$29,850.00
8 or more	\$31,400.00

- b. The particular neighborhood should generally be an area which has a long history of housing low-to-moderate income persons. Rents in these areas should generally be at or below the fair market rents for the Section 8 existing program. In addition, the character in the neighborhood should be such that all present conditions would indicate that rent levels are not likely to change for the next 5 years.

In order to ensure that the above criteria are met in neighborhood selection, the City of Chicago's Department of Housing will rely on data available from the U.S. Census of 1980 and the Sanborne Study of current housing conditions in the City of Chicago.

3. Lower Income Benefit

In order to ensure that 70% of all Rental Rehabilitation Funds are used to benefit low income persons, the Department of Housing will require that 70% of all units assisted under this program be rented at "Rents affordable to lower income families". Rents affordable to lower income families is defined as the sum of the utility allowance and the rent payable Monthly to the owner with respect to a unit which is at or below the applicable fair market rent under HUD's Regulations, 24 CFR Part 888, for the Section 8 Existing Housing Program.

Tenants whose income is such that over 30% of their monthly income is necessary to meet the above rent payments shall be eligible for a Section 8 Existing Certificate or Voucher. The use of these Voucher and Certificates shall be administered by the Chicago Housing Authority (CHA). Eligible tenants may be drawn from families residing in projects prior to rehabilitation, families desiring to move into projects after rehabilitation, or families currently on CHA's waiting list for Section 8 Existing Housing (24 CFR 8880-209).

4. Use of Rental Rehabilitation Program for Family Housing

In order to ensure that Rental Rehabilitation funds are used to assist large families with children, the Department of Housing will, through its selection process and closely monitored controls, fund no less than 70% of the total units which, after rehabilitation, contain two or more bedrooms.

5. Use of Rental Rehabilitation Funds for Units in Substandard Condition that are Occupied by Very Low-Income Families

The Department of Housing of the City of Chicago will conduct an indepth analysis of each project submitted under the Rental Rehabilitation Program. This analysis will include on-site inspections conducted by the Rehab Construction Division of the Department of Housing. Only those projects which contain one or more substandard condition under the existing Building Codes of the City of Chicago, as verified by on-site inspections, will be funded under this program.

Applicants requesting funding under the Rental Rehabilitation Program will be required to submit a Tenant Profile for each unit in the building for which funding is requested that is currently occupied. This profile will contain the following information, current rent, estimated annual income, current rental terms, age of occupants, number of people in household and handicapped persons, if any. Priority will be given to those projects currently occupied by lower income persons.

6. Selection of Proposals

An overall goal of the City of Chicago's Department of Housing is to improve the quality and increase the quantity of available decent affordable rental housing units. In order to ensure that the Rental Rehabilitation Program furthers this goal, priority will be given to projects which:

- a. Demonstrate the most efficient use of public funds. It is the goal of the Department of Housing to match no less than 1 to 1 public to private dollars.
- b. Demonstrate the greatest benefit to low income persons. This factor will be viewed in terms of the number of units in the project with more than 2 bedrooms, the level of rents, the neighborhood in which the project is located, and the history of the developer both in terms of other projects which he has sponsored, the management of those projects, and the level of equity investment that the developer has in the project.
- c. Demonstrate the least amount of permanent displacement to lower income tenants.

7. Financial Feasibility

The staff from the City will conduct a complete review on each project based upon its standard underwriting documents. The City will make a determination regarding the feasibility of each project

based on a financial analysis (operating income from the properties after rehabilitation must cover operating cost, amortization of loan(s) and a reasonable profit) and whether the project meets the program criteria. An equity investment of at least ten percent (10%) by the owner will be required. A construction review will be conducted on each project to insure that the proposed rehabilitation will bring the structure into compliance with the building codes of the City of Chicago. If the project is found to contain merit and is financially feasible, the City loan and the private loan will be jointly approved and "closed" using standard underwriting procedures. The City further anticipates monitoring the construction, payouts, and occupancy for the duration of the project.

8. Neighborhood Preservation

The City of Chicago, through the Department of Housing, can significantly reverse Chicago's deteriorating neighborhoods through the Rental Rehabilitation Program. This program will concentrate on the improvement and code compliance of the City's multi-unit buildings in those areas where low income families reside. The direct impact that the Rental Rehabilitation Program will have on the City's neighborhoods includes:

- ° Providing approximately 1,072 units that are safe, sanitary, and decent through the program's code compliance goal;
- ° Providing additional dwelling units through the program's goal of selecting partially vacant buildings;
- ° Providing housing for families through its goal of rehabbing properties that contain at least 70% two or more bedrooms; and
- ° Providing housing for low income families through the use of Section 8 Certificates and Vouchers.

9. Schedule for Committing Rental Rehabilitation Funds

The Department of Housing anticipates that the Rental Rehabilitation Program will begin on September 10, 1984. The combination of available public and private funds will total 11 million dollars, allowing for the rehabilitation of 1,072 units of housing. The projected timetable for the allocation of these funds is as follows:

Phase I August 13 to October 12, Marketing Outreach and Application Input

Phase II October 12 to December 14, Department of Housing review of Applications. The review will include evaluation from both a mechanical and financial perspective.

Phase III December 14 to March 1, Submission of applications to the private sector for loan commitments. The private sector will do their underwriting evaluation during this phase. Loan closing and work commencement occurs by the end of this period.

Phase IV March 1 to November 15, Construction period.

Phase V November 15, 1985, Affirmative marketing and occupancy.

The quarterly projections of rental rehabilitation funds to specific projects after the execution of the grant agreement is as follows:

1st Quarter - - - - - 10%
2nd Quarter - - - - - 30%
3rd Quarter - - - - - 50%
4th Quarter - - - - - 100%

10. Need for Rental Housing Assistance -- NOT APPLICABLE

11. Nondiscrimination and Equal Opportunity

The City of Chicago, Department of Housing, in compliance with Title VI of the Civil Rights Act of 1964 and Title VIII of 1968 will provide each program applicant, for his/her review and signature, with the Department's "Nondiscrimination Statement" as part of the program's processing activities. This statement notifies the applicant that, "... pursuant to Title VI of the Civil Rights Act of 1964 to the effect that applicant, his successors and assigns shall not discriminate upon the basis of race, color, creed, age or national origin in the sale, lease or rental, or in the use or occupancy of the property that is rehabilitated with rehabilitation grant funds and/or rehabilitation loan funds".

A. Additionally, the Department will aggressively seek minority business enterprises to participate in the construction phase of the Rental Rehabilitation Program. To that end, the Department will provide "Contractor/Sub-Contractor Information" forms to program applicants that specifically defines a minority business enterprise as follows:

"A minority business enterprise is defined as a business in which at least 50 percent (50%) is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent (51%) of the stock is owned by minority group members. Minority group members are Blacks, Spanish-speaking American persons, Women, American Orientals, American Indians, American Eskimos, and American Aleuts".

The Department of Housing will require each program applicant to agree to the following Affirmative Marketing requirements of the Rental Rehabilitation Program:

1. Advertise in the public media on the availability of housing units rehabilitated under this program.

2. Contact local churches, community groups, and other appropriate agencies regarding the availability of housing units rehabilitated under this program.
3. Maintain records of all efforts to market the units rehabilitated under this program.

Each effort to market units rehabilitated under this program must be accompanied by Equal Housing Opportunity Statement of the Department of Housing. Failure to follow these affirmative marketing policies will cause cancellation of funds provided under this program. In addition, the Department of Housing, through its Public Information Section will from time to time publish its notices of the equal opportunity availability of housing units rehabilitated under the Rental Rehabilitation Program.

12. Application and Project Review Process

An interested individual/organization must file an application for financial assistance under the Rental Rehabilitation Program. The following form certifications, and other documents must be completed and submitted to the City:

- Program Application
- Tenant Profile
- Development Cost Schedule
- Contractor Proposal, Work write-up and cost estimate
- Contractor Information Form
- Building Deficiency Report
- Project Management Plan
- Relocation Plan
- Certificates
- Previous two years federal Income Tax Forms
- Evidence of Property Ownership or Control
- Personal Financial Statement

The Department of Housing will conduct a complete review of each project based on the above documents. The Department will make a determination regarding the feasibility of each project based on a financial analysis and whether or not the project meets other program criteria (stated in previous sections). In addition, a construction review will be conducted on each project to insure that the proposed rehab plan will bring the building into compliance with existing Building Codes of the City of Chicago and that the minimum rehabilitation cost of \$600 per unit for code related items is met. If feasible, a City loan and the private loan will be jointly approved with construction ready to commence. The City will monitor the construction, payouts, and occupancy for the duration of the project.

Below is a flow chart indicating the review process, including the principals involved:

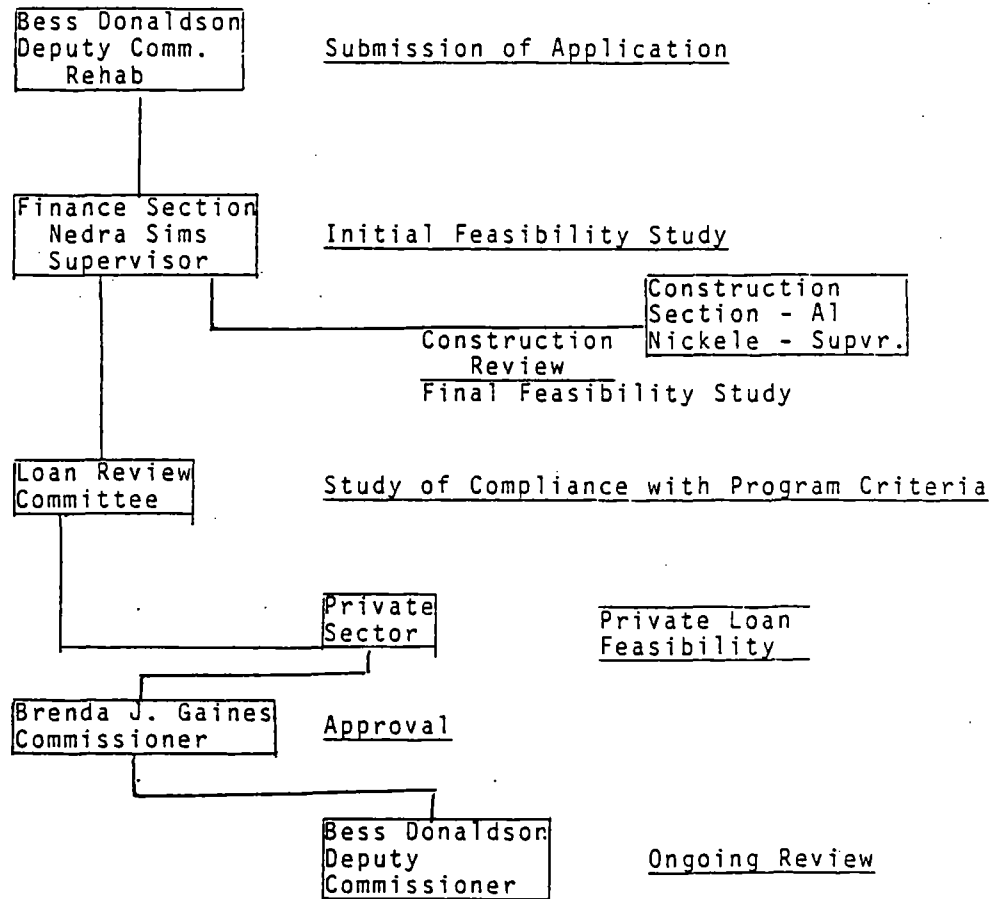


EXHIBIT C
M E M O R A N D U M
O F
U N D E R S T A N D I N G

THIS AGREEMENT is made this _____ day of _____, 19____, by and between the CITY OF CHICAGO, Illinois a municipal corporation (the "City"), by and through its DEPARTMENT OF HOUSING ("Department"), with offices at 318 South Michigan Avenue, Chicago, Illinois, and the CHICAGO HOUSING AUTHORITY ("CHA") a municipal corporation, with offices at 22 West Madison Street, Chicago, Illinois.

R E C I T A L S

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has allocated to the City the sum of \$5,360,900 under the Rental Rehabilitation Program, ("Program"), subject to the City submitting a proper request therefore; and

WHEREAS, the City under the terms of the Program is authorized to utilize Section 8 Existing Certificates and Vouchers ("Section 8 Certificates") as authorized by the United States Housing Act of 1937 (the "ACT"), to provide greater access to low and moderate income persons by means of rent subsidies; and

WHEREAS, the CHA issues Section 8 Certificates to eligible persons as determined by CHA screening procedures; and

WHEREAS, the Housing Authorities Act of the State of Illinois authorizes the CHA to enter into and execute agreements with governmental units for cooperative use of staff in providing essential services to housing programs for low and moderate income persons; and

WHEREAS, the City and CHA, both deem it in their mutual interests to cooperate in assuring maximum possible benefit is achieved in housing programs of each generally, and the City's rental rehabilitation program in particular;

NOW, THEREFORE, in consideration of entering into this Agreement, and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. The above Recitals are hereby expressly incorporated herein and made a part of this Agreement.
2. The City, through the Department, shall submit an application to HUD to receive its allocation of \$5,360,900 under the Program.
3. The City shall use its best efforts to obtain commitments from private lending institutions in the amount of \$6,000,000 to be used with Program grant funds to expand the scope and benefits of the Program to the City and CHA.

4. The Department shall select eligible projects to be financed with Program funds, and shall further be responsible for on-going review of said projects pursuant to 24 Code of Federal Regulations Part 511, as amended from time to time ("CFR").

5. The CHA shall ~~Section 8~~ issue Section 8 Certificates to eligible persons in such a manner as to minimize displacement of such persons residing in projects selected for rehabilitation, to assist persons choosing or required to move from projects being rehabilitated, and to assist eligible persons choosing to move back to projects after rehabilitation is completed.

6. It is expressly agreed by the parties that CHA upon due diligence in meeting its responsibilities under Paragraph 5 above, may then issue Section 8 Certificates to eligible persons from waiting lists maintained by CHA for Section 8 housing programs, generally, who agree to move into rehabilitated projects.

7. It is expressly agreed by the parties, that this Agreement shall be subject to applicable portions of the Code of Federal Regulations as amended from time to time, including, but not limited to 24 Code of Regulations, Parts 209, 511 and 992.

8. It is further expressly agreed by the parties that any and all ~~this~~ administrative costs incurred by either in carrying out the terms of Agreement shall be borne solely by each party, respectively.

9. This Agreement shall remain in full force and effect until such time as the City shall discontinue activities authorized under the Program.

10. Any notices requested or required under this Agreement shall be in writing, and placed in the U.S. mails, first class postage, registered, returned receipt requested, prepaid, addressed as follows:

IF TO CITY:

Department of Housing
of the City of Chicago
319 South Michigan Avenue
Chicago, Illinois
Attention: Commissioner

IF TO CHA:

Chicago Housing Authority
22 West Madison Street
Chicago, Illinois
Attention: Director

This Agreement is executed at Chicago, Illinois as of the date first appearing above.

CITY OF CHICAGO

BY: _____
Commissioner of Housing

CHICAGO HOUSING AUTHORITY

BY: _____
Executive Director

The parties further expressly agree that this Agreement is effective only upon approval of all bodies necessary to implement the Program, including but not limited to HUD and the City Council of the City of Chicago.

(Continued from page 7500)

WHEREAS, There is a limit of \$29,000,000 on the amount of Community Development Block Grant funds that can be obligated and expended for Public Service projects within the Year X Entitlement program; and

WHEREAS, By allocating the \$1,100,000 in salvage funds from prior years of the Community Development Block Grant Entitlement Program to the Year IX Entitlement Multi-Unit Rehabilitation Program the City can maintain the full funding level of the aforesaid program and free-up an equal sum of funds originally allocated from the 1983 Emergency Jobs Act Program and reprogram said sum to a public service project; and

WHEREAS, The City would be able to use the \$1,100,000 transferred from the 1983 Emergency Jobs Bill Multi-Unit Rehabilitation Program to continue the funding of the Board of Education Career Development Program under the 1983 Emergency Jobs Bill; now therefore,

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

SECTION 1. The sum of \$1,100,000 in salvage funds from prior years of the Community Development Block Grant Program be reprogrammed to Year IX of said Program and allocated to the Year IX Entitlement Multi-Unit Rehabilitation Program in the same sum.

SECTION 2. The sum of \$1,100,000 of funds allocated to the aforesaid Multi-Unit Rehabilitation Program from the City's grant of 1983 Emergency Jobs Act funds be reprogrammed from the Multi-Unit Rehabilitation Program and allocated to the Board of Education Career Development Program.

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

**Authority Granted for Reprogramming of Community Development Block
Grant Year IX Funds from Various Economic Development
Projects to Various Industrial Street and
Viaduct Projects.**

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, The Community Development Block Grant Program allocated funds to the Industrial Area Improvement Program which were budgeted to eleven industrial street and viaduct projects and to a planned High Tech Research Park; and

WHEREAS, The City applied for matching grant funds totaling \$4,875,000 from the U.S. Economic Development Administration (EDA), and the EDA grant award was actually \$2,000,000 as match to three projects; and

WHEREAS, The planned industrial street and viaduct projects which did not receive the EDA matching grant do not have sufficient budgeted funds to proceed; and

WHEREAS, The Department of Economic Development, in consideration of project costs, urgency and scheduling status, has determined that eight street and viaduct projects can be implemented in a timely manner if additional Community Development Block Grant funds are provided and has identified four projects as the source of funds for reprogramming; now, therefore,

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

SECTION 1. That Year IX Community Development Block Grant funds be reprogrammed as follows:

<i>Funds From:</i>		<i>Funds To:</i>	
High Tech Research Park	\$ 500,000	Kingsbury Street	\$ 500,000
	150,000	(North to Southport)	
		Division/Elston Viaduct	150,000
Kedzie Industrial Tract	599,589	Iron Street	599,589
	200,000	Kingsbury Street	200,000
		(Erie to Grand)	
Chicago/Sacramento Viaduct	55,000	Kingsbury Street	55,000
	100,000	(Erie to Grand)	
		Foster Avenue	100,000
Elston/Hobson Viaduct	205,000	Foster Avenue	205,000
	<u>\$ 1,809,589</u>		<u>\$ 1,809,589</u>

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

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

Yeas--Aldermen Roti, Rush, Evans, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

**Authority Granted for Reprogramming Community Development
Block Grant Salvage Funds for Renovation of Copernicus
and Northeast Multipurpose Centers.**

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, The Mayor and the City Council deem it desirable to upgrade the City-owned facilities which serve as multipurpose centers for senior citizens and disabled persons; and

WHEREAS, The Copernicus Multipurpose Center located at 3160 North Milwaukee Avenue and the Northeast Multipurpose Center located at 2019 West Lawrence Avenue serve the senior citizens and disabled persons residing primarily in the northwest and northeast respectively; and

WHEREAS, The rehabilitation of physical facilities which serve senior citizens and the disabled is an eligible activity under the Community Development and Housing Act of 1974, as amended; and

WHEREAS, The City has available salvage funds from the closeout of prior years' projects; now, therefore,

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

SECTION 1. That \$44,000 of Community Development Block Grant funds be reprogrammed from prior years' salvage to the Copernicus Multipurpose Center Rehabilitation Project.

SECTION 2. That \$40,000 of Community Development Block Grant funds be reprogrammed from prior years' salvage to the Northeast Multipurpose Center Rehabilitation Project.

SECTION 3. This resolution shall be effective from and after the date of its passage.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

**Authority Granted for Extension and Reprogramming of
Funds to Year IX Community Development Block
Grant Battered Women's Shelter Program.**

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, The Year IX Community Development Block Grant Program provided funds for the Battered Women's Shelter Program at Robert Taylor Homes to be operated by the City's Department of Human Services through June 30, 1984; and

WHEREAS, The Year X Community Development Block Grant Program provides for this program to be operated by a private agency; and

WHEREAS, The Interim Commissioner of the Department of Human Services has determined that a time extension and additional funds are needed for the Year IX program to provide time to review the private agencies' proposals and to negotiate a contract; and

WHEREAS, The Office of Budget and Management has identified \$29,000 of prior years' salvage funds; now, therefore,

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

SECTION 1. That the Year IX Community Development Block Grant Battered Women's Shelter Program be extended from July 1, 1984 through August 15, 1984.

SECTION 2. That \$29,000 of Community Development Block Grant funds be reprogrammed from prior years' salvage to the Year IX Battered Women's Shelter Program.

SECTION 3. This resolution shall be effective from and after its date of passage.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

**Authority Granted for Extension of Community Development Block
Grant Year IX Support Services Budget and Reprogramming
of Community Development Block Grant Year IX
Industrial Skills Center Program Funds to
Support Services Budget.**

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 6, 1984, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grant years without the approval of the City Council; and

WHEREAS, The 1983 Jobs Bill Community Development Block Grant Program allocated funds to the Chicago Board of Education to operate vocational education programs at eleven high schools for the program year which ends June 30, 1984; and

WHEREAS, The Year X Community Development Block Grant Program does not provide funding to continue these programs; and

WHEREAS, The Board of Education has identified salvage funds in the Industrial Skills Center Program; and

WHEREAS, The Mayor and the City Council deem it desirable to provide for an orderly close-out of these programs; now, therefore,

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

SECTION 1. That the 1983 Jobs Bill Community Development Support Services Budget (for administration) of the Board of Education will be extended from July 1, 1984 through August 31, 1984.

SECTION 2. That \$70,355 will be reprogrammed within the 1983 Jobs Bill Community Development Block Grant Program from the Industrial Skills Center Program to the Community Development Support Services Budget of the Chicago Board of Education.

SECTION 3. This resolution shall be effective from and after its date of passage.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

**Authority Granted for Execution of Community Development Block
Grant Agreement Between City and Chicago Architecture
Foundation for Removal of Architectural Barriers
at Glessner House.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a Community Development Block Grant Agreement in the amount of \$30,000 between the City of Chicago and the Chicago Architecture Foundation for the removal of architectural barriers from the Glessner House.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program for Year IX to promote Community Development activities; and

WHEREAS, Accessibility for the elderly and handicapped is one of the specific areas for funding under this program; and

WHEREAS, The Glessner House is one of Chicago's premier architectural landmarks; and

WHEREAS, New federal regulations require accessibility to this facility for the elderly and handicapped; and

WHEREAS, The Chicago Architecture Foundation, a not-for-profit Illinois Corporation, owns, maintains, occupies and conducts tours of the Glessner House; and

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

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

SECTION 1. That a portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago for Year IX, incorporated herein by reference in the amount of Thirty Thousand Dollars (\$30,000.00), is hereby allocated by the City of Chicago for use in facilitating the

removal of architectural barriers to the elderly and handicapped from the Glessner House at 1800 South Prairie Avenue, Chicago, Illinois 60616.

SECTION 2. That the allocation of the grant funds are subject to a Redevelopment Agreement to be entered into between the City of Chicago and the Chicago Architecture Foundation, substantially in the form attached hereto as Exhibit A.

SECTION 3. That the Commissioner of Public Works is hereby authorized to execute on behalf of the City of Chicago, upon review by the Corporation Counsel as to form and legality, the aforesaid Redevelopment Agreement between the City of Chicago and the Chicago Architecture Foundation for the removal of architectural barriers from the Glessner House.

SECTION 4. That the Commissioner of Public Works is further authorized to enter into and execute such other agreements, documents and understandings as are necessary to implement the project.

SECTION 5. That the City Comptroller is directed to disburse grant funds in accordance with the terms and conditions of said Redevelopment Agreement.

SECTION 6. That this ordinance shall become effective from and after its approval.

[Exhibit A printed on pages 7517 thru 7530
of this Journal.]

**Authority Granted for Reprogramming of Year VIII and Year IX
Community Development Local Option Funds for 1984
Summer Leisure Time Program.**

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

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

WHEREAS, The Mayor and the City Council are desirous of providing summer leisure time activities for residents of the City of Chicago as part of the Year IX Community Development Block Grant Program during the months of June, 1984 through September, 1984; and

WHEREAS, It has been determined that \$300,000 are needed to provide for the summer leisure time activities in 1984; and

WHEREAS, \$300,000 are available for reprogramming for leisure time activities from Year VIII and Year IX Community Development Local Option program categories, \$26,756 and \$273,244 respectively; and

WHEREAS, The reallocation of funds from Year VIII and Year IX Local Option would result in more than a 10% change in one or more of the original project categories as set forth in the Supplement, Projected Use of Funds; now, therefore,

Be It Resolved by the City Council of Chicago:

SECTION 1. That \$26,756 be reallocated from Year VIII Community Development Local Option and that \$273,244 be reallocated from Year IX Community Development Local Option to provide a total of \$300,000 in funding for a 1984 Summer Leisure Time Program as part of the Year IX Community Development Block Grant Program.

SECTION 2. This resolution shall be effective from and after its passage.

(Continued on page 7531)

EXHIBIT A

AGREEMENT

BETWEEN THE CITY OF CHICAGO

AND THE CHICAGO ARCHITECTURE FOUNDATION

THIS AGREEMENT entered into this _____ day of _____, 1984 by the CITY OF CHICAGO, a Municipal Corporation, hereinafter referred to as the "City", and the CHICAGO ARCHITECTURE FOUNDATION, a not-for-profit Illinois Corporation, hereinafter referred to as the "Foundation";

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

WHEREAS, the Community Development Program of the City of Chicago provides for funds to be allocated for "The Removal of Architectural Barriers to the Elderly and Handicapped"; and,

WHEREAS, the City of Chicago will provide a budgetary allocation from these "Removal of Architectural Barriers to the Elderly and Handicapped" funds as a grant to the Foundation in the sum of \$30,000.00 for the purpose of making the Glessner House, 1800 South Prairie Avenue, Chicago, Illinois, more accessible to the elderly and handicapped;

NOW THEREFORE, in consideration of said grant, in the sum of Thirty Thousand and No/100 Dollars (\$30,000.00), the Foundation undertakes to perform as follows:

1. Scope of Services

- (a) The Foundation shall use the grant to:
1. Provide a new entrance to the tour orientation center in the coach house.
 2. Install a handicapped washroom on the first floor of the coach house.
 3. Complete the public washroom facilities on the second floor of the coach house
 4. Pay architectural and engineering fees.
- (b) The proposed improvements under the grant shall be subject to review by the Department of Public Works, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the Foundation.
- (c) All work will be contracted by the Foundation in accordance with architectural plans and specifications prepared by the Foundation's architect and/or consulting engineers and approved by the designated representative of the City of Chicago, Department of Public Works.
- All contractors accepted by the Foundation under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of the contractors will be based on competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the contract, and will take into consideration the nature of this project. All contracts entered into and executed between the Foundation and construction contractors shall expressly include the terms and conditions of Exhibit B attached hereto, as well as an affirmative statement that the contractor shall abide by all local, state and federal laws and regulations regarding labor, wages and working conditions.

2. Time of Performance:

The contract shall be performed in the period provided for the ninth year program designated as Project B-83-MC-17-0006 or through December 31, 1984 whichever is later.

3. Compensation and Method of Payment:(a) Compensation:

The Foundation shall be reimbursed for improvements and costs actually expended pursuant to a budget set forth and make a part hereof as Exhibit A. Said reimbursement shall in no event exceed the total aggregate amount of \$30,000.

(b) Method of Payment:

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

(c) Maximum Compensation:

It is expressly understood and agreed that, in no event will the total amount paid to the Foundation hereunder exceed the maximum sum of \$30,000.

4. Fund Chargeable:

Expenditures under this Agreement shall be payable from Fund No. 982-3402.

5. Insurance:

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

6. Terms and Conditions:

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

7. Default:

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

8. Notices:

Notices and communications given or required under this Agreement shall be sent first class mail to the City, addressed to Mr. Jerome R. Butler, Commissioner, Department of Public Works, Room 406, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602; and to the Foundation, addressed to Mr. Morton P. Weisman, Executive Director, Chicago Architecture Foundation, 1800 South Prairie Avenue, Chicago, Illinois 60616.

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

June 20, 1984

IN WITNESS WHEREOF, the City and the Foundation have executed this contract
as of the date first above written.

By _____
(Signature and Title of Authorized Official)

Attest _____
Secretary

CITY OF CHICAGO

By _____
Commissioner of Public Works

APPROVED AS TO FORM AND LEGALITY:

By _____
Corporation Counsel

PART II - GENERAL PROVISIONS

All work and activities to be provided by the contractor or any subcontractors must conform with all of the provisions of the Community Development Block Grant program as stipulated by the United States Department of Housing and Urban Development in 24 CFR 570.600 Subpart K - Other Program Requirements which includes the following topics:

Non-discrimination

Relocation and Acquisition

Environmental Standards

Historic Preservation

Labor Standards

Architectural Barriers Act of 1968

Activities for which other Federal Funds

must be sought

Hatch Act

National Flood Insurance Program

A Clear Air Act and Federal Water Pollution

Control Act

Lead-Base Paint Poisoning Prevention Act

Use of Debarred, Suspended or Ineligible

Contractors or Subrecipients

Uniform Administration Requirements and

Cost Principles

Conflict of Interest

The Contractor and all subcontractors must be familiar with the provisions and requirements of 6500.3, Labor Standards Administration and Enforcement; The Community Development Block Grant program, September, 1975, as amended.

The following preprinted provision involving Non-discrimination shall also be a part of these general provisions.

PART II - GENERAL CONDITIONS

NON-DISCRIMINATION

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

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

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

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L.

88-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48 Secs. 851 to 866 inclusive; and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; and ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A): provisions of 41 CFR Chapter 60, and Davis-Bacon (40 U.S.C. 276-a-276-a-5).

CONTRACTORS' AGREEMENTS

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

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

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

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24,

1965, or by rules, regulations, or orders of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States. (SEE FORM H.U.D. 4010).

RESIDENT MANPOWER AND BUSINESS UTILIZATION

For contracts of ten thousand dollars or more, the following statements set forth the criteria from which compliance will be determined to Section 3 of the Housing and Urban Development Act of 1968 12 USC 170-1u.

That Section as interpreted requires that:

in the administration of programs providing direct financial assistance in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community development, the recipient or contractor shall document efforts to;

insure that to the greatest extent feasible opportunities for training and

employment arising in connection with planning and carrying out of any project assisted under any such program be given to lower income persons residing in the area of such project; and

insure that to the greatest extent feasible contracts for work to be performed in connection with any such project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of such project.

POSTING OF PERTINENT INFORMATION

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

REPORTING REQUIREMENTS

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

Each contractor having a contract or contracts containing the Equal Employment Opportunity and Section 3 Residents Hiring provisions described herein shall file and shall cause each of his subcontractors to file compliance reports with the Commissioner or the designated Equal Opportunity Officer of the Contracting City department in duplicate. This report shall be in the form of certified payroll records.

PRE-CONSTRUCTION CONFERENCE

The Commissioner of the contracting City department, or his designee, shall call or arrange to be called a pre-construction conference for the purpose of informing the contractor and/or his subcontractors of their responsibilities under the provisions of this contract. The pre-construction conference agenda will be substantially the same agenda as outlined by the Department of Housing and Urban Development. The general contractor is responsible for the notifying and ensuring of the presence of his subcontractors.

The Commissioner of contracting City department, or his designee, shall direct that any contractor or subcontractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers, or providing or supervising apprenticeship, or other training, with which the contractor or his subcontractor deals, with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, or national origin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

(Continued from page 7516)

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

Authority Granted to Amend Boundaries of Enterprise Zone II.

The Committee on Finance submitted a report recommending that the City Council pass as amended a proposed ordinance transmitted therewith authorizing an amendment to expand the boundaries of Enterprise Zone II.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

Alderman Krystyniak 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 on December 23, 1982 passed an ordinance establishing Proposed Enterprise Zone II appearing on Council Journal pages 14291 to 14293; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1981 Supp., Ch. 67-1/2, 601 et seq.), to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone II will increase the development and rehabilitation of the depressed areas on the near south and southwest sides of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone II 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. That Section 1 of the ordinance designating "Zone II" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on page 14291 is amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereafter referred to as "Zone II", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone II:

The western boundary shall be Western Avenue; then running east on Pershing Road to Ashland Avenue; then running north on Ashland Avenue to [35th] 30th Street; [running east on 35th Street to the Dan Ryan Expressway; running north on the Dan Ryan Expressway to 31st Street;] running east on [31st] 30th Street to King Drive; running south on King Drive to 35th

Street; running east on 35th Street to Cottage Grove Avenue; running south on Cottage Grove Avenue to 51st Street; running west on 51st Street to Ashland Avenue; running north on Ashland Avenue to 47th Street; running west on 47th Street to Western Avenue.

[Attachment printed on page 7533 of this Journal.]

SECTION 2. That Section 2 of the ordinance designating "Zone II" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on page 14291 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

That Zone II 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 [7.7] *8.6* 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. That Attachment A of the ordinance designating "Zone II" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on page 14293 is hereby deleted and replaced with a new Attachment A attached to this ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone II provided herein shall not be effective *unless the State approves such modification, and until such approval is given none* of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed 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 amendment to Enterprise Zone II approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

**Authority Granted for Issuance of Revenue Bonds
to Hermitage on Huron Residential Project.**

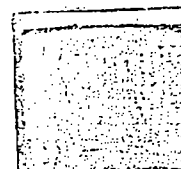
The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing issuance of revenue bonds in the amount of \$17,000,000 to assist in financing the Hermitage on Huron residential project located on the northeast corner of Clark Street and Huron Street.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

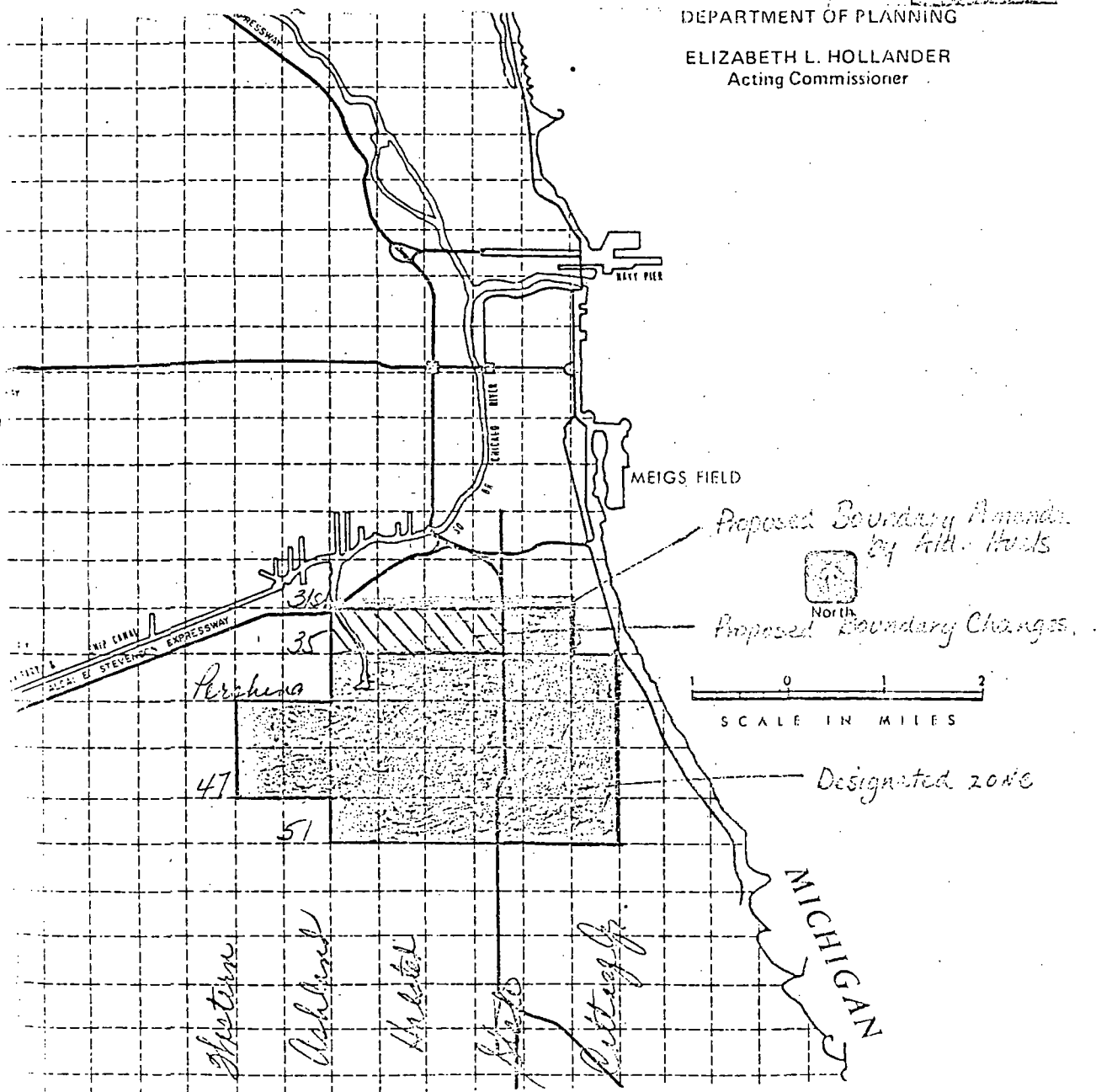
Nays--None.

(Continued on page 7534)



DEPARTMENT OF PLANNING

ELIZABETH L. HOLLANDER
Acting Commissioner



(Continued from page 7532)

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution and Laws of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and incur debt; and

WHEREAS, It is necessary and in the best interests of the City to (1) provide for and promote the public health, safety and welfare; (2) relieve conditions of unemployment and encourage the increase of industrial and commercial activities and economic development of the City, so as to reduce the evils attendant upon unemployment; (3) provide for efficient, well planned urban growth and development, including the prevention and elimination of slum areas and urban blight and (4) preserve and increase the City's ad valorem tax base; and

WHEREAS, The City Council has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing which persons, including those of low and moderate income can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, Private enterprise and investment have been unable, without assistance, to provide the needed decent, safe and sanitary rental housing or to provide sufficient mortgage financing at reasonable rates for such rental housing; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago on April 25, 1984, the City has entered into a Memorandum of Agreement with Huron-Clark Associates, Ltd., an Illinois limited partnership (the "Owner") regarding the issuance of revenue bonds by the City to assist in financing the acquisition of property located at the northeast intersection of Clark and Huron in the City of Chicago, Illinois, and the construction and equipping of this property into a residential rental housing complex currently expected to be known as Hermitage on Huron consisting of approximately 241 units, at least 20% of which will be occupied by persons of low or moderate income (the "Project"); and

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

WHEREAS, It is proposed that Bank One, Columbus, N.A., Columbus, Ohio, or its successors in trust as trustee (the "Trustee") as the mortgagee of record make an FHA-insured mortgage loan (the "Mortgage Loan") to American National Bank and Trust Company of Chicago, not individually, but solely as trustee under a Trust Agreement dated as of June 5, 1984, known as Trust No. 61250 (the "Mortgagor") to enable the Mortgagor, on behalf of the Owner, to accomplish the acquisition, construction and equipping of the Project, all as set forth in the Supplemental Loan Agreement and the Indenture hereinafter referred to; and

WHEREAS, An application has been filed with the Federal Housing Administration ("FHA") an organizational unit within the United States Department of Housing and Urban Development ("HUD") for insurance of the advances made by the Trustee under the Mortgage Loan pursuant to the provisions and the requirements of Section 221(d) (4) of the National Housing Act of 1934, as amended; and

WHEREAS, It is proposed that in furtherance of the purposes set forth above and in order to provide moneys to fund the Mortgage Loan, the City shall issue its Multifamily Mortgage Revenue

Bonds, Series 1984 (FHA Insured Mortgage Loan -The Hermitage on Huron Project) in an aggregate principal amount not to exceed \$17,000,000 (the "Bonds"); and

WHEREAS, Benton & Company (the "Underwriter") has submitted to the City a proposed form of Bond Purchase Agreement (as hereinafter defined) relating to the Bonds; and

WHEREAS, The City has held a public hearing concerning the issuance of the Bonds following reasonable public notice of such hearing in accordance with the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended; and

WHEREAS Copies of a Bond Purchase Agreement, a Supplemental Loan Agreement, an Indenture and a Regulatory Agreement (as respectively defined hereafter) have been presented to and are before this meeting; now, therefore,

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

Definitions.

SECTION 1. In addition to the words and terms defined in the preambles to this ordinance, the following words and terms as used in this ordinance shall have the following meanings unless the context clearly indicates another or different meaning or intent:

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

"Indenture" shall mean the Trust Indenture relating to the Bonds, to be entered into by the City and the Trustee, as approved by this ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Regulatory Agreement" shall mean the Regulatory Agreement as to Tax Exemption relating to the Bonds and the Project, to be entered into among the Mortgagor, the Owner, the City and the Trustee, as approved by this ordinance, as the same may be amended from time to time in accordance with its terms.

"Supplemental Loan Agreement" shall mean the Supplemental Loan Agreement relating to the Project, to be entered into among the Mortgagor, the Owner, the City and the Trustee, as approved by this ordinance, as the same may be amended from time to time in accordance with its terms.

Other terms used herein as defined terms shall be defined as set forth in the Indenture.

Determinations of City Council.

SECTION 2. In order to promote the general welfare of the City and its inhabitants by increasing the City's ad valorem tax base and in furtherance of the other public purposes set forth above, the Project is authorized to be financed as described herein. A portion of the total estimated cost of the Project will be financed by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Mortgagor pursuant to the Supplemental Loan Agreement and the Indenture. It is hereby found and declared that the financing of the Project and the use of the Project by the Mortgagor and the Owner is necessary to accomplish the public purposes described herein and in the preambles hereto, and, that in order to further secure the Bonds, the mortgaging of the Project by the Mortgagor to the Trustee, as the mortgagee of record, pursuant to a mortgage and the assignment by the City to the Trustee of certain of its rights and interests under the Mortgage Loan pursuant to the Indenture is necessary and proper.

Authorization and Terms of Bonds.

SECTION 3. It is hereby determined to be necessary to, and the City shall issue, sell and deliver, as provided and authorized herein and pursuant to the purposes set forth herein, Bonds in an aggregate principal amount not to exceed \$17,000,000 for the purpose of making the Mortgage Loan to assist the Owner in the financing of costs of the Project, and to be used by the Owner on the Project site for the Project purposes, including costs incidental thereto and to the financing thereof

and to establish a Debt Service Reserve Fund. Said Bonds shall be designated "Multifamily Mortgage Revenue Bonds, Series 1984 (FHA Insured Mortgage Loan - The Hermitage on Huron Project)".

The Bonds shall be issued as fully registered bonds in the denominations of \$5,000 or integral multiples thereof in the case of Current Interest Bonds, and in the case of Compound Interest Bonds in such denominations as will result in the total amount of principal and interest payable at maturity on each Bond, as nearly as practicable, being equal to \$5,000 or any integral multiple thereof. The Bonds initially delivered bear interest from June 1, 1984, and shall be in the form set forth in the Indenture, with such omissions, insertions and variations as may be necessary to comply herewith.

Interest on the Bonds shall be payable or compounded semiannually from the date thereof at a weighted average interest rate not to exceed 11% per annum. Interest shall be payable or compounded semiannually on December 1 and June 1 of each year, commencing December 1, 1984, and continuing thereafter until the principal amount thereof is paid in full or duly provided for. The Bonds shall mature on June 1 in the years and in the amounts set forth, shall be subject to optional and mandatory redemption and shall have such further terms and conditions as provided in the Indenture.

All principal, interest and premium, if any, payments made shall be payable in lawful money of the United States of America.

Notice of the intended redemption of any Bonds shall be given as required by the Indenture.

The Bonds shall be executed on behalf of the City by the Mayor and by the City Clerk or Deputy City Clerk, provided that any or all of such signatures may be facsimiles, and shall bear the seal of the City or a facsimile thereof.

Security Pledged for Bonds.

SECTION 4. As provided herein, the Bonds shall be equally and ratably payable solely from the Pledged Revenues (as defined in the Indenture), and further secured by the mortgaging of the Project to the Trustee pursuant to a Mortgage (the "Mortgage") executed by the Mortgagor, the repayment of which Mortgage is insured by the Federal Housing Administration, and by certain other security as provided in the Indenture. Anything in this ordinance, the Supplemental Loan Agreement, the Bonds, the Bond Purchase Agreement, the Indenture or the FHA Documents (as defined in the Indenture) to the contrary notwithstanding, neither the ordinance, the Supplemental Loan Agreement, the Bonds, the Bond Purchase Agreement, the Indenture or the FHA Documents shall constitute a debt or a pledge of the faith and credit of the City or of the State or any political subdivision or agency thereof and the holders or owners of the Bonds shall have no right to have taxes levied by the State or the taxing authority of the City or of any other political subdivision of the State for the payment of the principal of, premium, if any, or interest on the Bonds, but such Bonds are payable solely from the Pledged Revenues and the Bonds shall contain on the face thereof a statement to that effect.

Sale of Bonds and Allocation of Purchase Price.

SECTION 5. The sale of the Bonds to the Underwriter in accordance with the Bond Purchase Agreement at the price of 100% of the principal amount of the Bonds is in accordance with the terms and provisions of this ordinance, and corporation counsel and bond counsel are hereby authorized and directed to make the necessary arrangements on behalf of the City with the Underwriter to establish the date, location, procedure and conditions for the delivery of the Bonds to the Underwriter. The Mayor or the City Comptroller are each hereby authorized and directed to determine, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the date of the Bonds, the interest rate or rates, the maturity date, and to make such changes, insertions and completions in the Bonds, the Bond Purchase Agreement, and other instruments and documents provided for herein as are necessary to reflect such determinations. In fixing the interest rate or rates, the Mayor or the City Comptroller, as the case may be, shall take into account the then prevailing interest rates for comparable securities. The City Clerk or Deputy City Clerk shall furnish to bond counsel and to the Underwriter a true transcript of proceedings had with reference to the issuance of the Bonds, certified by said City Clerk or Deputy City Clerk, along with such information from the City Clerk or Deputy City Clerk's records as is necessary to determine the regularity and validity of the issuance of said Bonds.

At the time of issuance, delivery and payment, proceeds of the Bonds including accrued interest (if any) shall be deposited from the purchase price for the Bonds in accordance with the Indenture.

Designation.

SECTION 6. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, agreements, 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, agreement, 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 placed on an instrument, agreement, certificate or document at the direction of the City Comptroller in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the City Comptroller in person.

Supplemental Loan Agreement, Regulatory Agreement and Indenture.

SECTION 7. The Mayor or City Comptroller is hereby authorized and directed to execute, acknowledge and deliver on behalf of the City, attested by the City Clerk or Deputy City Clerk, a Supplemental Loan Agreement, Regulatory Agreement, and Trust Indenture in substantially the forms submitted to this City Council, which instruments are hereby approved, with such changes therein not inconsistent with this ordinance and not substantially adverse to the City as may be permitted by the Constitution and laws of the State of Illinois and approved by the officers executing the same. The approval of such changes by the office of corporation counsel and by said officers, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Supplemental Loan Agreement, Regulatory Agreement and the Indenture, respectively, by such officers.

Covenants of Issuer.

SECTION 8. In addition to other covenants of the City in this ordinance and the Indenture contained, the City further covenants and agrees as follows:

(a) Payment of Principal, Premium and Interest. The City will, solely from Pledged Revenues, pay or cause to be paid principal, premium (if any) and interest on each and all Bonds on the dates, at the places and in the manner provided herein, and in the Bonds.

(b) Performance of Covenants. The Mayor, City Comptroller, City Clerk and Deputy City Clerk for and on behalf of the City be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and the Indenture, the execution and delivery of the Bonds and the performance of any other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. The Mayor, City Comptroller, City Clerk and Deputy City Clerk be, and they hereby are, further authorized and directed for and on behalf of the City to execute all documents, certificates and other instruments that may be required under the terms of the Bond Purchase Agreement, the Supplemental Loan Agreement, the Regulatory Agreement or the Indenture as may be required for the carrying out of the authority conferred by this ordinance or to said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Bond Purchase Agreement, the Supplemental Loan Agreement, the Regulatory Agreement and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

Bond Purchase Agreement and Offering Documents.

SECTION 9. The Mayor or City Comptroller is hereby authorized and directed to execute,

acknowledge and deliver in the name and on behalf of the City, a Bond Purchase Agreement in substantially the form submitted to this City Council, which is hereby approved, with such changes therein not inconsistent with this ordinance and not adverse to the City as may be permitted by the Constitution and Laws of the State of Illinois and approved by the officers executing the same on behalf of the City. The approval of such changes by said officers, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the Bond Purchase Agreement by such officers.

The preparation and distribution of one or more offering documents in connection with the issuance and sale of the Bonds is hereby authorized.

Other Documents.

SECTION 10. The Mayor or City Comptroller are hereby further authorized and directed to execute any other instruments as are, in the opinion of corporation counsel and bond counsel, necessary to consummate the transactions provided for in the Supplemental Loan Agreement, Regulatory Agreement, the Bond Purchase Agreement and the Indenture.

Severability.

SECTION 11. 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.

Conflicts.

SECTION 12. To the extent that any ordinances, resolutions or orders of the City, or parts thereof, are in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling.

Effective Date.

SECTION 13. This ordinance shall be effective and in force immediately upon its adoption and approval.

[Bond Purchase Agreement, Regulatory Agreement, Supplemental
Loan Agreement and Trust Indenture Agreement omitted for
printing purposes.]

**Execution of Memorandum of Agreement Authorized Between City and
Place LaSalle Associates, Ltd. for Issuance of Revenue
Bonds for Residential Rental Development.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of a memorandum of agreement with Place LaSalle Associates, Ltd., for revenue bonds in the amount of \$15,000,000 for a residential rental development to be located at LaSalle and Goethe Streets.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "City"), is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

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

WHEREAS, Place LaSalle Associates, Ltd., a limited partnership to be formed for which Elzie L. Higginbottom will be the general partner (the "Partnership"), wishes to secure financing for the acquisition, construction and equipping of a residential rental housing facility to be located at the intersection of LaSalle and Goethe and known as Goethe Terrace (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such Project; and

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

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

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

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

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

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount of not to exceed \$15,000,000 for the aforementioned purpose.

SECTION 3. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the written consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or her designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of 1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982 (H. R. 4961).

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

[Memorandum of Agreement printed on pages 7541 thru 7545 of
this Journal.]

**Execution of Loan and Security Agreement Authorized Between City
and Baldwin Ice Cream Company, for Concession at
O'Hare Airport.**

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

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 activity in the City; and

WHEREAS, The State of Illinois has made available to the City of Chicago, through the federal Community Services Block Grant Program, a grant in the amount of \$650,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Baldwin Ice Cream Company, an Illinois corporation, has made application to the Department of Economic Development to borrow \$56,900 for purposes of installing three ice cream concessions at Chicago-O'Hare International Airport, which will result, among other things, in the creation of an estimated 30 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Department of Economic Development has recommended that the Economic Development Commission approve the application of Baldwin Ice Cream Company, which approval was given by resolution dated May 15, 1984; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Council, a Loan and Security Agreement with Baldwin Ice Cream Company pursuant to which the City will loan \$56,900 to Baldwin Ice Cream Company to assist Baldwin Ice Cream Company to expand its ice cream concessions operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

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

[Exhibit A printed on pages 7546 thru 7571 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, 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--45.

Nays--None.

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

**Authority Granted for Sale of Land Bounded by Wacker Dr., State St.
Lake St. and Dearborn St. in Project North Loop to Libra
Partners/Americana/Urban Venture.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed

(Continued on page 7572)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the City of Chicago (the "City") and Place LaSalle Associates, Ltd., an Illinois limited partnership to be formed, for which Elzie L. Higginbottom will be the general partner (the "Partnership").

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

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

(b) It is proposed that the Partnership acquire, construct and equip a residential housing project located at the intersection of LaSalle and Goethe in the City and known as Goethe Terrace (the "Project"). After completion of construction the Project will provide approximately 202 residential rental dwelling units. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned on behalf of the Partnership wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government, to sell and issue its revenue bonds in an amount not to exceed \$15,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

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

(e) The Bonds to be issued by the City shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory

provision, and such fact shall be plainly stated on the face of each of said Bonds. No holder or owner of any of said Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay said bonds or the interest thereon. The principal of, premium, if any, and interest on said Bonds to be issued to finance the cost of the Project shall be secured by a pledge to a trustee acting under an indenture of trust for the benefit of the holders of said revenues, or by a pledge directly to the holders and owners of said Bonds, of the revenues and income to be derived by the City from the Project; and shall be further secured by a mortgage on the Project to be insured by the Federal Housing Administration ("FHA") under one of its insuring programs. The Partnership covenants and agrees to obtain mortgage insurance satisfactory in all respects to the City, to secure advances of Bond proceeds to fund the mortgage loan. To the extent the cost of the Project exceeds the amount of available mortgage insurance and the initial FHA equity requirement to close, the Partnership agrees to finance such excess costs with the Partnership's own funds or with the proceeds of additional bonds which the City may then issue if requested to do so by the Partnership. In the event the Partnership is unable or unwilling to pay or provide for the financing of such excess Project costs, this provision is not intended to restrict the right of the Partnership to abandon the Project so long the proceeds of the mortgage insurance and other available moneys are insufficient to pay the Bonds in full without any cost or liability to the City.

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

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

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

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership of

the Owner or the Project Lender upon such loan and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds), payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

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

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

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

(c) The undersigned will cause the Partnership to take all actions which may be necessary in order for the City to market, sell and deliver the Bonds in a manner which will enable the Partnership to secure a mortgage loan at an interest rate not to exceed 10-1/2% or such higher rate as may be required to provide for the payment of the bonds bearing interest at a rate not to exceed 10-1/2% per annum or as may be otherwise acceptable to the Partnership and the City, both during construction and as the permanent loan rate; provided that in the event the bonds can be sold at an interest rate not to exceed 10-1/2% per annum, the undersigned shall cause the Partnership to consummate the transaction contemplated herein and if the Partnership does not consummate the transaction, the undersigned agrees on behalf of the Partnership that the City shall retain all of the Partnership's fees either previously paid, or otherwise due and payable, to the City hereunder. The stated rate of interest on the mortgage loan shall include an annual .25% fee to provide for payment of certain costs in connection with the mortgage loan, including administrative expenses of the City, trustee's fees and expenses and servicing fees of a mortgage servicer mutually acceptable to the Partnership and the City. Without limiting the generality of the foregoing, the undersigned on behalf of the Partnership agrees to (i) promptly process and obtain a firm commitment (the "FHA Commitment") from the United States Department of Housing and Urban Development to insure advances of the mortgage loan, or obtain other security for the mortgage loan sufficient in nature for the City to market, sell, and deliver the Bonds and to achieve the desired interest rate on the

mortgage loan and the Bonds; (ii) make such cash deposits and/or post such letters of credit and take all other actions which may be necessary to obtain initial endorsement of the mortgage loan at or prior to the time of the Bond closing; (iii) obtain such additional letters of credit as may be required to obtain at least an AA rating for the Bonds from a nationally recognized rating agency; (iv) pay costs, fees, expenses, underwriting and bond discounts and such other payments and/or deposits as the City shall determine to be necessary to market and sell the Bonds and achieve the desired interest rate on the mortgage loan; (v) pay all fees, costs and expenses of an originating mortgagee in order that the FHA Commitment, if any, shall be assigned to a trustee for the Bonds selected by the City as mortgagee of record at or prior to the time of the Bond Closing and (vi) pay the fee to the City referred to in paragraph 4 hereof.

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

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

requests, requisition certificates, affidavits, sworn statements and other documents and showings furnished by the Partnership to the trustee administering the proceeds of the Bonds during the construction of the Project in connection with any disbursement of Bond proceeds to pay or reimburse the Partnership for a portion of the costs of the reject and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

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

4. City Developer Fee. Prior to the issuance of the Bonds as contemplated by this Agreement, the City will determine appropriate fees in an amount not to exceed \$120,000 to be paid by the Partnership to the City in connection with the financing of the Project by the City.

5. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties thereto and their respective successors and assigns. Without limiting the generality of the foregoing, the Partnership may assign its interests herein and the assignee following assignment shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this _____ day of _____, 1984.

THE CITY OF CHICAGO

By _____

PLACE LASALLE ASSOCIATES, LTD., a
limited partnership to be formed

By _____
Elzie L. Higginbottom, a
general partner

LOAN AND SECURITY AGREEMENT

Agreement made in Chicago, Illinois, as of the ____ day of _____, 19____, between the CITY OF CHICAGO, ILLINOIS, an Illinois Municipal corporation ("CITY"), by and through its DEPARTMENT OF ECONOMIC DEVELOPMENT ("DED"), having its offices at 20 North Clark Street, Chicago, Illinois 60602, and Baldwin Ice Cream Company an Ice Cream Concession, having its principal offices at 4825 S. Indiana Avenue, Chicago, Illinois 60615.

RECITALS:

WHEREAS, DED 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, the State of Illinois has made available to the CITY grant funds in the amount of \$650,000.00 to make low cost loans to start up and expand businesses, and known as the Illinois Fixed Rate Loan Fund Program; and

WHEREAS, BORROWER desires to expand its existing Ice Cream Concession business located at Chicago O'Hare Airport, Chicago, Illinois, which will allow BORROWER to create new employment opportunities; and

WHEREAS, BORROWER has made application to DED to borrow \$ 56,900.00 under the Illinois Fixed Rate Loan Fund Program ("CITY LOAN"); and

WHEREAS, in response to said application, DED has recommended the Economic Development Commission approve BORROWER'S application upon which approval, DED will loan BORROWER \$ 56,900.00; 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 1. Consideration.

In consideration of the CITY and BORROWER entering into and executing this 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 II. CITY 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 CITY LOAN shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION III. BORROWER'S Covenants.

3.1. BORROWER shall proceed diligently to carry out its development pursuant to Exhibit A.

3.2. BORROWER shall use its best efforts to effect 30 new, permanent hirings with 100% City residents to its work force within 12 months after final disbursement of the CITY LOAN proceeds, said hirings to be made pursuant to the First Source Agreement to be executed between the CITY and BORROWER as a condition precedent to initial disbursement of any City Loan proceeds, a copy of which is attached hereto and made a part hereof as Exhibit D.

3.3. BORROWER shall provide evidence of private financing as set forth in Exhibit E attached hereto and made a part hereof.

3.4. BORROWER shall draw down the full amount of the CITY LOAN no later than months following execution of this Agreement.

SECTION IV. Inspection and Review.

4.1. Books and Records. BORROWER shall keep and maintain such books, records and other documents as may be reasonably necessary to reflect and disclose fully the hiring activities and the amount and disposition of proceeds of the CITY LOAN the total cost of the activities paid for, in whole or in part, with proceeds of the CITY 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.

4.2. Site Visits. Any duly authorized representative of the CITY shall, at all reasonable times, have access to all portions of the BORROWER'S business facility.

4.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section IV shall continue until the completion of all close-out procedures respecting the CITY LOAN and until the final settlement and conclusion of all issues arising thereunder.

SECTION V. Amendment of this Agreement.

During the term of this Agreement, it shall not be amended without the prior written approval of DED.

SECTION VI. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act 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 CITY.

SECTION VII. Time of the Essence.

Time is of the essence of this Agreement.

SECTION VIII. Restrictions on Use.

During the term of the CITY LOAN, BORROWER shall devote the property solely for purposes of conducting its business.

SECTION IX. No Waiver of Default.

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 Agreement be considered or treated as a waiver of the rights of the CITY with respect to any other defaults by BORROWER under this Agreement, or with respect to the particular default, except to the extent specifically waived in writing.

SECTION X. Conflict of Interest.

No member, official or employee of the CITY shall have any personal interest, direct or indirect, in this BORROWER'S business; nor shall any such member, official or employee participate in any decision relating to BORROWER'S business which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

SECTION XI. Limitation of Liability.

BORROWER expressly agrees that no member, official, employee or agent of CITY shall be individually or personally liable to Borrower, their successors or assigns in the event of any default or breach by the CITY under this Agreement.

SECTION XII. Equal Employment Opportunity.

BORROWER and its successors and assigns, agree that during the term of the CITY LOAN:

12.1. 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.

12.2. 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.

12.3. 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 XIII. Additional Provisions.

13.1. 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 311
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to BORROWER:

Baldwin Ice Cream Company
4825 S. Indiana Avenue

Chicago, Illinois 60619
Attention:

With a Copy to:

Department of Economic Development
20 North Clark Street
Room 2800
Chicago, Illinois 60603
Attention: Commissioner Robert Mier

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

13.2. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this 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.

13.3. This 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 Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____

Reviewed as to form and legality:

Assistant Corporation Counsel

By: _____
Its _____

Attest:

Secretary

EXHIBIT A
TO LOAN AND SECURITY AGREEMENT

1. The City shall lend Borrower \$ 56,900.00 which loan shall constitute no more than 20 % of the total cost of its development plans.
2. Borrower agrees to do the following:
 - (a) Borrower (shall expand its business) (establish a Ice Cream Concession business) for a total of \$ 284,500.00.
 - (b) Borrower shall invest at least \$ 27,600.00 of cash equity in its business development plan.
 - (c) Borrower shall borrow from American National Bank at least \$ 200,000.00

EXHIBIT B
TO LOAN AND SECURITY AGREEMENT

The terms and conditions of the City Loan are as follows:

1. The Term of the City Loan shall be 5 years.
2. The principal amount of the City Loan shall be \$56,900.00.
3. Interest at the rate of 3% per annum shall be charged on the principal City Loan amount.
4. No disbursement of City Loan proceeds shall be made unless and until Borrower shall have:
 - (a) Granted the City an interest in such of its assets as the City shall require as security for repayment of the Loan. City shall subordinate its security interest, at Borrower's request, to security interests of other lenders, their assigns and/or guarantors in an amount not to exceed \$200,000.00.
 - (b) 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 lender.
 - (c) Executed a First Source Agreement for hiring with the City as set forth in Exhibit D.
5. Repayment shall be in 60 equal installments of principal and interest, commencing on the 1st day of the 1st month following final disbursement City Loan proceeds, and on the 1st day of each month thereafter until the City Loan is paid in full.
6. As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:
 - (a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Loan and Security Agreement, it shall accrue credit for interest paid from initial disbursement date of the City Loan through the end of the calendar year in which the aforesaid employment level is met.
 - (b) For each calendar year up to 4 years after achieving its employment levels, Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.

(c) Credit accrued pursuant to (a) and (b) above shall be paid to Borrower by dividing the accrued credits into

6 equal amounts and deducting said amounts from each of the final 6 payments of the City Loan term as due and owing.

(d) In the event Borrower elects to prepay the City Loan pursuant to Section 8 of this Exhibit B, any accrued interest credit shall be a setoff of the City Loan payoff amount, and any accrued credit remaining after such setoff shall be paid to Borrower within 60 days after the date the City Loan is prepaid.

(e) The parties expressly agree that accrued credit shall be calculated on actual interest paid by Borrower on the City Loan, and any interest earned thereon shall belong exclusively to the City.

7. Sale/Refinancing. The entire balance of the outstanding principal of the City Loan together with interest thereon shall at the sole option of the City, 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 Borrower's business.
8. Prepayment of Loan. The City Loan may be prepaid without penalty upon 120 days prior written notice to the City.

EXHIBIT C
TO LOAN AND SECURITY AGREEMENT

As security for the CITY LOAN to be made pursuant to this Agreement, BORROWER agrees as follows:

1. Mortgage. The CITY LOAN shall be secured by a mortgage in favor of City upon all land, buildings, plant and fixtures comprising the Project.

(a) The security position of the City may only be subordinated to the security interest of American National Bank

to secure a loan in an amount not to exceed \$ 200,000.00 and a security interest in machinery and equipment granted to American National Bank

to secure a loan in the amount of \$ 200,000.00. 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.

2. Grant of Security Interest in Personalty. BORROWER hereby grants to City a security interest in:

(a) All machinery, furnishings and equipment now owned or hereafter acquired; and

(b) All accounts, accounts receivable, notes, chattel paper, or writings evidencing a monetary obligation, contract rights and other creditors' interests now or hereafter existing in favor of or owned or acquired by BORROWER and all goods hereafter sold by BORROWER and thereafter returned, reclaimed or repossessed; and

(c) All inventory used or consumed in BORROWER'S business or held for sale or lease (including without limitation raw materials, work-in-process and finished goods) now owned or hereafter acquired, and all products thereof; and

(d) Proceeds, including insurance proceeds, of any and all of the foregoing (hereinafter collectively "Collateral").

City's aforesaid security interest is subordinate to the security interest in favor of American National Bank

(the "Senior Lender").

3. Warranties and Covenants of BORROWER. BORROWER hereby warrants and covenants that:

(a) The Collateral is used primarily for business use;

(b) BORROWER'S chief place of business is in the State of Illinois;

(c) The Collateral will be kept at Chicago's O'Hare Airport, Chicago, Illinois;

(d) BORROWER will promptly notify City of any change in the location of the Collateral within said State;

(e) BORROWER will not remove the Collateral from said State without the prior written consent of City except Collateral sold in the ordinary course of BORROWER'S business;

(f) Except for the security interest granted hereby, and security interests in favor of the Senior Lender, BORROWER is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and BORROWER will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

(g) Except with respect to the Senior Lender, no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. The BORROWER shall immediately notify City in writing of any change in address from that shown in this Agreement and shall also, upon demand, furnish City such further

information and shall execute and deliver to City such financing statements and other documents in form satisfactory to City and shall do all such acts and things as City may, at any time or from time to time, reasonably maintain a perfected security interest in the Collateral as security for the obligations, subject to no adverse liens or encumbrances except with respect to the Senior Lender; and BORROWER will pay the cost of filing the same or filing or recording this Agreement in all public offices wherever filing or recording is deemed by City to be necessary or desirable;

(h) BORROWER will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of City;

(i) BORROWER shall keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as City may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as City may approve, losses in all cases to be payable to City and BORROWER as their interests may appear. All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to City. BORROWER shall furnish City with certificates of such insurance or other evidence satisfactory to City as to compliance with the provisions of this subparagraph. City may act as attorney for BORROWER in making, adjusting and settling claims under and canceling such insurance and endorsing BORROWER'S name on any drafts drawn by insurers of the Collateral;

(j) BORROWER will keep the Collateral free from any adverse lien, security interest or encumbrance, other than that of the Senior Lender, and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon. City may examine and inspect the Collateral at any reasonable time or times, wherever located;

(k) BORROWER will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the obligations.

4. Additional Rights of Parties. At its option, City may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the BORROWER after having been requested to do so, to provide insurance satisfactory to the City, and may pay for the maintenance, repair and preservation of the Collateral. To the extent permitted by applicable law, BORROWER agrees to reimburse City on demand for any payment made, or any expense incurred by City pursuant to the foregoing authorization. Until default, BORROWER may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon.

5. Events of Default. BORROWER shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the obligations or of any covenants or liabilities contained or referred to herein, or in any of the obligations; (b) any warranty, representation or statement made or furnished to City by or on behalf of BORROWER proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, BORROWER or any guarantor of surety for BORROWER, or default to the Senior Lender.

6. Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option, may declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as BORROWER can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral

subject to BORROWER'S right of redemption in satisfaction of BORROWER'S obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Collateral unusable and dispose of the Collateral on the BORROWER'S premises. City may require BORROWER to assemble the Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give BORROWER at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of BORROWER shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to BORROWER for any surplus realized on such disposition and BORROWER shall remain liable for any deficiency.

The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of City so long as any part of the BORROWER'S obligations remain unsatisfied.

7. General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of BORROWER shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective when it is signed by BORROWER.

(b) All rights of City to and under this Agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. BORROWER agrees that if City gives notice to BORROWER of an assignment of said rights, upon such notice, the liability of BORROWER to the assignee shall be immediate and absolute. BORROWER will not set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that BORROWER shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

(c) The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of Illinois.

8. Additional Security. Collateral assignment of all leases and rents necessary for the operational success of BORROWER'S business.

[9. Guarantee. The repayment of the Loan shall be unconditionally and irrevocably guaranteed by Mrs. Jolyn Robichaux.]

EXHIBIT D

FIRST SOURCE AGREEMENT

The First Source Agreement for recruitment, referral, and placement is between the City of Chicago, Mayor's Office of Employment and Training, (hereinafter referred to as the "AGENCY"), and Baldwin Ice Cream Company, (hereinafter referred to as "EMPLOYER"). Under this First Source Agreement, EMPLOYER will use the AGENCY as its first source for recruitment, referral and placement of covered positions.

RECITALS

WHEREAS, the AGENCY wishes to assure continuing employment opportunities for economically disadvantaged city residents with employers located within the city limits.

WHEREAS, the EMPLOYER agrees to use the AGENCY as a first source for recruitment, referral and placement of employees in covered positions as consideration for the Department of Economic Development (DED) making a loan to EMPLOYER under the Illinois Fixed Rate Loan Program.

NOW, THEREFORE; the parties hereto agree as follows:

SECTION I. The above recitals are expressly incorporated and made a part hereof.

SECTION II. Consideration. In consideration of AGENCY and EMPLOYER entering into and executing this Agreement and agreeing to be bound by the terms and conditions hereof, and for other good and valuable consideration, AGENCY and EMPLOYER agree as hereinafter set forth.

SECTION III. Term. This Agreement shall take effect when signed by the parties below and shall be in full force and effect for a period of five (5) years.

This Agreement shall not be construed as a loan agreement. If, for any reason, the CITY LOAN above should be withdrawn or cancelled by DED, this Agreement will be null and void.

First Source Agreement
Page 2

IV. RECRUITMENT

- A. The AGENCY and EMPLOYER agree that for purposes of this agreement, "covered positions" include all of EMPLOYER'S entry level job openings and any other negotiated positions created as a result of the CITY LOAN. These may include job vacancies made available after internal promotions and terminations or openings created by an expansion of the EMPLOYER'S workforce all of which will be negotiated. Nothing in this agreement will release the EMPLOYER from his obligation to fill entry level positions with persons referred by the AGENCY except as stated below in items V (REFERRAL) and VI (HIRING).
- B. No later than seven (7) working days after approval of the loan to EMPLOYER, EMPLOYER will submit to the AGENCY, a First Source Prospect Notification. (Attachment A)
- C. At least eighteen (18) working days prior to the anticipated hiring dates, the EMPLOYER will notify the AGENCY of its needs for new employees in covered positions by completing a "Job Order Form" (Attachment E) for each job title. This form is to be completed in consultation with an Agency representative. Applicants who meet these quantifiable and objective minimum job qualifications will be deemed to be "qualified persons" for purposes of this agreement.
- D. The EMPLOYER will also notify the AGENCY of all position vacancies which are not "covered positions" as described in Sections IV A, B, and C, above as they occur. Notification should include qualifications, the rate of pay and the anticipated hiring dates. The EMPLOYER will also notify the AGENCY of the date by which the AGENCY must refer qualified applicants to the EMPLOYER for management, technical and professional vacancies.
- E. Job openings to be filled by internal promotion from within the EMPLOYER'S local workforce need not be referred to the AGENCY for referral and hiring. If, however, a job opening is created as a result of an internal promotion, the provisions of Section IV A above shall apply.

V. REFERRAL

- A. The AGENCY will refer eligible job applicants to the EMPLOYER in response to the notification of need for new employees described in Section IV above. It will be the responsibility of the AGENCY to refer only qualified applicants who meet the profile of the EMPLOYER as detailed in the Job Order Form. (Attachment B)

First Source Agreement
Page 3

- B. The AGENCY will screen applicants according to the qualifications agreed upon with the EMPLOYER.
- C. The AGENCY will notify EMPLOYER of all intended referrals no later than ten (10) working days prior to the anticipated hiring date, and will effect all referrals no later than five (5) working days prior to the anticipated hiring date. The AGENCY will make every reasonable effort to refer at least one qualified person for each job opening.
- D. In the event the AGENCY cannot refer the total number of qualified personnel requested, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will make a best effort to hire unemployed Chicago residents.
- E. In the event that the EMPLOYER does not hire referred personnel the EMPLOYER should, at a minimum, indicate in writing the reasons for not hiring.

VI. HIRING

- A. The EMPLOYER will make all decisions on hiring new employees. However, the EMPLOYER agrees to make a best effort to hire from referrals made.
- B. The AGENCY will track job retention of employees hired under this agreement for 120 days following hiring. The EMPLOYER agrees to cooperate in the AGENCY'S follow-up efforts.
- C. The AGENCY is required to monitor EMPLOYER'S adherence to this agreement. EMPLOYER will cooperate in the AGENCY'S monitoring efforts and will submit Quarterly Hiring Summaries in accordance with Attachment "C".
- D. After the EMPLOYER has selected its employees, the AGENCY will not be responsible for the employees' actions and the EMPLOYER hereby releases the AGENCY of any liability for their actions.

VII. TRAINING

- A. The EMPLOYER will not discontinue job and workplace orientation due to this agreement.
- B. The AGENCY and the EMPLOYER may agree to develop additional on-the-job or customized training programs through the Job Training Partnership Act; the training specifications and costs for such training will be mutually agreed upon by the EMPLOYER and the AGENCY and will be covered in a separate training agreement.

First Source Agreement
Page 4

VIII. CONTROLLING REGULATIONS AND LAWS

- A. If this agreement conflicts with any labor laws or other government regulations, the laws or regulations shall prevail.
- B. The EMPLOYER will provide the AGENCY with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will provide them to the AGENCY.
- C. The EMPLOYER will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin, citizenship, or political affiliation.

IX. INDEMNITY

The EMPLOYER will indemnify the AGENCY for and hold the AGENCY harmless from any claims or liabilities asserted against the AGENCY by applicants for employment or employees employed by the EMPLOYER or any other claims asserted with respect to this limitation, all nature of claims asserted against the AGENCY as well as the costs and attorneys fees incurred by the AGENCY in defending against any such claim. If, in the best judgement of the AGENCY and its legal counsel, any such claims should be settled for a reasonable sum, the EMPLOYER will also indemnify the AGENCY for the settlement amount and costs incurred by the AGENCY in effectuating the settlement.

Dated this _____ day of _____, 19____.

Baldwin Ice Cream Company
Name of Firm

Attest:

By:

Name

Secretary

President
Title

First Source Agreement
Page 5

CITY OF CHICAGO

By: MAYOR'S OFFICE OF EMPLOYMENT & TRAINING

By: _____
Maria B. Cerda

Reviewed as to form and legality: ASSISTANT TO THE MAYOR
Title

Assistant Corporation Counsel

By: DEPARTMENT OF ECONOMIC DEVELOPMENT

Robert Mier

COMMISSIONER
Title

June 20, 1984

FIRST SOURCE PROSPECT NOTIFICATION

City of Chicago
Mayor's Office of Employment & Training

Date of Referral:

NAME OF PROSPECTIVE
CONTRACTOR or EMPLOYER: _____

Address: _____ (Zip) _____

Contact Person: _____ Title: _____

Telephone No. of Contact:

Referring Department: _____

Department FSP Coordinator:

Telephone No. of Coordinator:

Type of Agreement Being Negotiated:

Description of Agreement:

Status of Agreement:

Anticipated Date for Finalizing Agreement:

Potential Employment Opportunities for Unemployed Persons:

[illegible]

Additional Comments: _____

Received: ____/____/____

By: _____

JOB ORDER FORM

MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING

1. Employer _____ 2. Date _____
3. Job Title _____ 4. Number of Openings _____
5. Job Location _____
6. Contact Person _____ Phone _____
7. Supervisor _____ 8. Beginning date _____ Ending _____
9. Starting salary \$ _____ per _____ Salary after training \$ _____ per _____
10. Benefits: _____
11. Days to be worked _____ 12. Hours _____
13. Will union membership be required? Yes _____ No _____
If yes, which union and local # _____
14. If this job involved on-the-job training to be subsidized by the City, how long will that training period be? _____ (attach specific training plan)
15. Specific Duties _____

16. NECESSARY QUALIFICATIONS:
Skill _____
_____ (include licenses and/or certificates necessary)

17. Is a valid Illinois Drivers' License required? Yes _____ No _____
18. Are your employees in this position expected to provide any necessary tools involved in the job (s)? Yes _____ No _____
If yes, please attach an itemized list (with prices) of tools required for each position.
19. Education level needed to perform this job (If any) _____

(Over)

Is there a possibility for promotion from this job? Yes _____ No _____
 If yes, to what position(s)? _____

Environmental Conditions

a. Working Environment

Inside _____
 Outside _____

YES NO

b. Extreme Cold with
 or without temperature changes

c. Extreme heat with
 or without temperature changes

d. Wet and/or Humid

e. Vibration

f. Hazards

Mechanical

Electrical

Burns

Explosives

Radioactivity

Other

g. Atmospheric Conditions

Fumes

Dusts

Mists

Gases

Poor Ventilation

Other

h. Noise

Estimated maximum

no. of Decibels

23. Physical Demands

a. 'Strength' - % time job will require

Standing _____

Walking _____

Sitting _____

Height (no. lbs)

Lifting _____

Carrying _____

Pushing _____

Pulling _____

YES NO

b. Climbing

Balancing

Stooping

Kneeling

Crouching

Crawling

Reaching

Handling

Fingering

Feeling

Talking

Hearing

Ordinary Conversation

Other Sounds

Seeing

Acuity, Near

Acuity, Far

Depth Perception

Color Vision

Field of Vision

a. Could a person with limited English speaking skills perform this job?

Yes _____ No _____

b. Could a person with limited English reading/writing skills perform this job?

Yes _____ No _____

Is public transportation easily accessible? Yes _____ No _____

Does the job require shift work or other than traditional hours? Yes _____ No _____

(If yes, please clarify) _____

ATTACHMENT C

SAMPLE

QUARTERLY HIRING SUMMARY

FOR QUARTER ENDING : _____

COMPANY NAME _____

Listed below are the position(s) in your firm which are covered under the First Source Agreement with the City. Please list the total number of hires for this quarter and return this form to the Mayor's Office of Employment and Training within 30 days following the close of that quarter.

Position TitleTotal New Hires

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the above information is true and accurate.

Authorized Signature_____
Title_____
Date

Please return this form to: Mayor's Office of Employment and Training
100 W. Madison - 12th Floor
Chicago, Illinois 60601

EXHIBIT E
TO REDEVELOPMENT AGREEMENT

1. American National Bank shall
loan the sum of \$ 200,000.00 to BORROWER for the purpose
of Installation of Ice Cream Concessions at O'Hare,
~~[which loan shall be guaranteed by the Small Business~~
~~Administration].~~

2. BORROWER shall provide not less than \$ 26,600.00
in equity funds for The Expansion Project.

(Continued from page 7540)

ordinance transmitted therewith authorizing the sale of land (Block 16) bounded by Wacker Drive, State Street, Lake Street and Dearborn Street in the Project North Loop to Libra Partners/Americana/Urban Venture in accordance with an amended redevelopment agreement in the amount of \$11,000,000.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

Nays--Hagopian, Kotlarz--2.

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

The following is said ordinance as passed:

WHEREAS, The sale of Block 16 in the North Loop Redevelopment Area to Libra Partners/Americana Hotels Venture (the "Developer") was approved by an ordinance adopted by the City Council on January 28, 1983; and

WHEREAS, A Redevelopment Agreement between the City of Chicago and the Developer was executed in April, 1983, which Agreement provided for the conveyance of Block 16 by September 6, 1983, with a possible extension until December 6, 1983; and

WHEREAS, The Developer failed to purchase Block 16 by December 6, 1983, and the Commercial District Development Commission (the "Commission") at its meeting on December 20, 1983, granted the Developer one month to submit a revised redevelopment proposal by a restructured development team; and

WHEREAS, A proposal from a restructured development entity known as Libra Partners/Americana/Urban Venture was presented to the Commission at its meeting on January 17, 1983, for the purchase and redevelopment of Block 16 for a purchase price of \$11,000,000; and

WHEREAS, The revised proposal was analyzed by the staff of the Department of Planning and was made available for review and comment by the general public; and

WHEREAS, At its meeting on January 31, 1984, the Commission, by Resolution No. 84-CDDC-1, approved the proposal by Libra Partners/Americana/Urban Venture for the redevelopment of Block 16 in the North Loop Redevelopment Area including the Developer's commitment to develop in accordance with the North Loop Guidelines, and to make the required Developer Contribution which contribution shall be not less than \$1,560,000; and

WHEREAS, The City Council has considered the proposal and offer of the Libra Partners/Americana/Urban Venture and the approval thereof by the Commercial District Development Commission, and finds the proposal and bid to be satisfactory; now, therefore,

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

SECTION 1. The City Council of the City of Chicago authorizes and approves the sale of the land as recommended by the Commercial District Development Commission to Libra Partners/Americana/Urban Venture for redevelopment in accordance with the uses set forth in the revised redevelopment proposal as follows:

<i>Area</i>	<i>Total Price</i>
Block 16: Wacker State, Lake, Dearborn	\$11,000,000

The appropriate site area is 100,692.6 square feet, and the approximate unit price therefore is \$109.24.

SECTION 2. The Mayor is authorized to execute and the City Clerk to attest to a restated Redevelopment Agreement in the form of a contract with Libra Partners/Americana/Urban Venture substantially in the form attached hereto for the sale and redevelopment of said tract.

SECTION 3. The ordinance adopted by the City Council on January 28, 1983, approving the sale of Block 16 to Libra Partners/Americana Hotels Venture, is hereby superseded.

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

[Restated Redevelopment Agreement and Contract for Sale of Land
North Loop Block 16 is printed on pages 7574 thru 7680
of this Journal.]

**Authority Granted for Approval of Tax Increment Redevelopment
Plan and Redevelopment Project for North Loop
Redevelopment Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the approval of the Tax Increment Redevelopment Plan and Redevelopment Project for the North Loop Redevelopment Project Area.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois desires to implement tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act, as amended, appearing as Sections 11-74.4-1 *et seq.*, of Chapter 24, S.H.A. (hereinafter referred to as the "Act") for the proposed Redevelopment Plan and Redevelopment Project within the municipal boundaries of the City of Chicago and within the North Loop Tax Increment Redevelopment Project Area (hereinafter referred to as the Redevelopment Project Area) described in Exhibit "A" of this ordinance, which area constitutes in the aggregate more than 1-1/2 acres; and

WHEREAS, Pursuant to Sections 11-74.4-4(k) and 11-74.4-5 of the Act, the Commercial District Development Commission of the City of Chicago caused a public hearing to be held relative to the Redevelopment Plan and Redevelopment Project and a designation of a Redevelopment Project Area on March 20, 1984 at Room 1103, City Hall, City of Chicago, and on March 21, 1984 at the Second Floor Conference Center, Richard J. Daley Center; and

WHEREAS, Due notice in respect to such hearing was given pursuant to Sections 11-74.4-5 and 11-74.4-6 of the Act, said notice being given to taxing districts by certified mail on February 3, 1984, by publication on February 23, 1984 and March 8, 1984, and by certified mail to taxpayers on February 24, 1984; and

WHEREAS, Subsequent to the hearing on March 20 and 21, 1984 the Commercial District Development Commission of the City of Chicago on April 10, 1984 by Resolution amended the Redevelopment Plan and Redevelopment Project; and

(Continued on page 7681)

EAT-241-A/Q

3/26/84

RESTATED
REDEVELOPMENT AGREEMENT AND
CONTRACT FOR SALE OF LAND
NORTH LOOP
BLOCK 16

This restated Agreement, originally dated as of February 18, 1983 and restated and amended as of _____, 1984 is made by and between the City of Chicago, a public body corporate, having its offices at City Hall, 120 North LaSalle Street, Chicago, Illinois 60602 (the "City") and Libra Partners/Americana/Urban Venture, (the "Purchaser") having its principal office at Suite 2100, 333 W. Wacker Dr., Chicago, Illinois 60606.

CERTAIN DEFINITIONS

For all purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Closing Date: The date specified in Paragraph 2 below.

Commission: The Commercial District Development Commission established by the City as set forth in Chapter 15.1 of the Chicago Municipal Code (see Recital A).

Commissioner: The Commissioner of the Department of Planning of the City or other person designated by the Mayor of the City.

Complete: The substantial completion of the Improvements or a portion thereof as the context requires. For the

EAT-241-A/Q

purpose of this definition, the Hotel/Retail Building will be considered substantially complete when (i) the hotel facility and all public areas and the pedestrian access facilities (except the pedestrian "bridge" across Dearborn Street and the transit station space required under Paragraphs 5(a) and 5(b) below) described in Paragraph 5 below are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and occupancy for the purpose intended, (ii) all in-kind contributions referred to in Paragraph 7 below, if any, are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and occupancy for the purpose intended, or binding contracts or obligations therefor in form and content reasonably satisfactory to the Commissioner have been delivered by the Purchaser to the City and (iii) the "shell and core" for the retail areas and transit facility referred to in Paragraph 5 below are substantially finished (but subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." For the purpose of this definition, the Office Tower will be substantially complete when the "shell and core" thereof are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." This definition of "Complete" also is applicable to other forms of the word "complete", such as "Completion" and "Completed", as used in this Agreement.

EAT-241-A/Q

Completion Certificate: The certificates to be given by the City pursuant to Paragraph 11 below.

Deed: The deed to be delivered to the Purchaser by the City pursuant to Paragraph 2(a) below.

Development Costs: All costs, expenses and expenditures incurred or anticipated to be incurred for the acquisition of the Site and for the planning, development and construction of the Improvements, including, but not limited to, the Purchase Price, loan fees, interest on construction and interim loans, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, cost of "building standard tenant work," costs of relocating utilities and other site work, hotel "pre-opening" expenses, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, architects' fees, surveyors' fees, attorneys' fees, permit fees, all brokers' and leasing commissions and tenant inducements and tenant allowances paid or payable within ninety (90) days after the date of Completion, management fees, consultants' fees, construction manager's fees, heat, electricity, fuel, and insurance.

Hotel/Retail Building: All the Improvements except the Office Tower.

Improvements: All of the improvements to be constructed as shown in the drawings, plans and specifications approved by the City in accordance with Paragraph 9 below.

Notices: See Paragraph 21.

EAT-241-A/Q

Office Tower: That portion of the Improvements to be constructed for and devoted to offices.

Permitted Delays: With respect to the Purchaser's obligation regarding the construction of Improvements, any delay caused by damage or destruction by fire or other casualty, accident, strike, shortage of labor or material, unusually adverse weather condition, failure of the City to enact within the prescribed time period the Planned Development ordinance referred to in Paragraph 6 below and other like, or unlike, event or condition beyond the reasonable control of the Purchaser which in fact interferes with the ability of such Purchaser to demolish or construct Improvements. With respect to the City's ability to convey and transfer the Site to Purchaser or to perform its other obligations under this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act under the Redevelopment Documents or perform under this Agreement or challenging the authority of the City to acquire the Site. The City shall diligently contest any such proceedings and any appeals therefrom. With respect to the Purchaser's obligations to close the Purchase of the Site or construct the Improvements in accordance with this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the Purchaser (except proceedings or litigation brought, instituted or maintained by

EAT-241-A/Q

shareholders, members, beneficiaries, partners or other persons or entities having an ownership interest in Purchaser whether direct or indirect or through other entities and its or their affiliates) to act under the Redevelopment Documents or to perform under this Agreement. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on Purchaser or increase its obligations under this Agreement.

Permitted Encumbrances: (i) the Redevelopment Documents, (ii) the covenants, restrictions and liens set forth in the Deed, (iii) general real estate taxes not then due, (iv) title objections created, suffered or caused by Purchaser, and (v) utility easements in the right-of-way of former Haddock Place.

Project: The North Loop Redevelopment Project set forth in the Redevelopment Documents (see Recital A) as such project may be revised from time to time by the City, provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

Purchase Price: The amount specified in Paragraph 1 below.

Redevelopment Documents: (a) The redevelopment plan for the Project approved by the Commission on March 20, 1979,

LAT-241-A/Q

and, as revised, approved by the Commission on October 12, 1982 which plan was approved by the City Council as stated in Recital A, (b) the North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as so revised, approved by the City Council on October 22, 1981. The guidelines were further revised by the Commission on October 12, 1982 and, as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, approved by the City Council on October 27, 1982 and (c) the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984). The Redevelopment Documents include any revision in such plan and guidelines made from time to time by the City provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

Site: The block bounded by West Wacker Drive, West Lake, North Dearborn and North State Streets, as more fully described in Exhibit "A" attached hereto.

INTRODUCTORY STATEMENT (RECITALS)

A. Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago. In furtherance of the objectives of such ordinance, the Commission,

EAT-241-A/Q

on March 20, 1979, designated the Project as a blighted commercial area and on March 20, 1979, approved a Redevelopment Plan for the North Loop. The blighted commercial area designation was approved by the Chicago City Council, pursuant to an ordinance duly adopted on March 28, 1979 and the Redevelopment Plan was approved by the Chicago City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982.

B. Pursuant to a Request for Proposals (the "RFP") advertised beginning November 1, 1982, the City announced that the Site would be available for sale and redevelopment, and the Purchaser responded thereto with a proposal which led to a Redevelopment Agreement and Contract for the Sale of Land, North Loop, Block 16, dated as of February 18, 1983 (the "Original Redevelopment Agreement").

C. The City and the Purchaser desire to amend and modify the Original Redevelopment Agreement and to restate the terms thereof, all as more fully set forth in this Agreement.

D. The Redevelopment Documents set forth the City's overall objectives for the Project and set forth certain specific planning and design criteria for the Site.

E. Purchaser desires to purchase and redevelop the Site in accordance with this Agreement and the Redevelopment Documents.

F. The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter 24, Section

EAT-241-A/Q

11-74.4-1 et seq., Illinois Revised Statutes, as amended, (hereinafter referred to as the "Act"), said Act becoming effective January 10, 1977.

G. In 1981 the City issued \$55,000,000 of general obligation anticipation notes and, pursuant to the enabling ordinance, the proceeds of said notes were used for the payment of redevelopment costs, as said costs are defined under the Act, in anticipation of the adoption of tax increment financing pursuant to said Act.

H. In 1982, the City issued \$65,000,000 of general obligation bonds to pay the principal of and the final interest payment on the bond anticipation notes and in order to finance redevelopment project costs.

I. The City has proposed a Redevelopment Plan and Project for the North Loop Tax Increment Redevelopment Area pursuant to the Act.

J. The City contemplates enacting an ordinance authorizing the issuance and retirement of bonds by tax increment financing as provided by the Act.

K. The Purchaser acknowledges that the implementation of the program described in the Redevelopment Documents will be of benefit to the Purchaser in developing the Development Site as contemplated by this Agreement, and as an inducement to the City to enter into this Agreement, the Purchaser commits to cooperate with the City and fulfill the Purchaser's undertakings described in Paragraphs 23, 24, 25, 26 and 27 of this Agreement to further the goals and objectives contemplated

EAT-241-A/Q

by the pending tax increment financing proposed by the City covering the Site and surrounding areas in the Project.

L. The City acknowledges receipt of the sum of \$250,000 due the City pursuant to the Original Redevelopment Agreement, and the Purchaser acknowledges that no part thereof is refundable to the Purchaser or is to be a credit to the Purchaser.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City hereby agrees to sell the Site and Purchaser hereby agrees to purchase the Site all on the terms and conditions set forth in this Agreement as follows:

1. Purchase Price. Purchaser shall pay to the City the sum of eleven million dollars (\$11,000,000) as the purchase price for the Site (the "Purchase Price").

2. Closing and Closing Documents. (a) Subject to Permitted Delays and subject to the right of Purchaser to continue the closing to a later date as provided below in this Paragraph 2, the closing for the Site shall take place on or before July 2, 1984 or on such date to which it may be extended by Purchaser as permitted below in this Paragraph 2, (the "Closing Date"). The closing shall be held at the offices of the Commercial District Development Commission, Room 1000 of City Hall, or at such other place upon which the Commissioner and the Purchaser may mutually agree. At the closing, the following shall be delivered to Purchaser:

EAT-241-A/Q

(i) A Quit Claim Deed (the "Deed") in the form of Exhibit "B" attached hereto conveying to Purchaser good and merchantable title in fee simple to the Site free and clear of all liens, encumbrances and title exceptions other than Permitted Encumbrances;

(ii) Completed City, County and State Real Estate Transfer Declarations, signed by the City, in the form required by law; and

(iii) A commitment for ALTA Owner's Title Insurance Policy, with "extended coverage," issued in favor of Purchaser by a title insurance company doing business in Cook County, Illinois reasonably acceptable to Purchaser ("Title Company"), in the amount of the Purchase Price showing good and merchantable title to the Site to be in the City, subject only to Permitted Encumbrances; provided however, Purchaser shall pay the premiums charged for "extended coverage" and shall in a timely manner provide to the Title Company, at Purchaser's expense, the survey of the Site required to obtain such a commitment.

(b) At the closing, Purchaser shall pay the Purchase Price to the City, less any credits due Purchaser referred to below in this Paragraph 2 and Paragraph 3 below, by certified or cashier's check or, upon prior approval of the Commissioner, by wire transfer of funds to the City's bank account, and

(c) Possession of the Site shall be delivered to Purchaser concurrently with the closing.

EAT-241-A/Q

(d) There will be no prorations. The City shall cause all real estate taxes and other impositions for all periods prior to the Closing Date to be paid, their collection enjoined or to be otherwise discharged, and Purchaser shall be responsible for and pay all general real estate taxes accruing after the Closing Date.

(e) Purchaser may extend the day of closing from July 2, 1984 to a date not later than September 30, 1984 upon complying with the following:

(i) Purchaser has furnished in a timely manner the schematics and disclosure and information concerning a hotel operation required by Paragraph 9(b) below;

(ii) not later than June 15, 1984, Purchaser has given the City written notice of its intention to so extend the day of closing setting forth the new day of closing accompanied by a written report describing the Purchaser's progress to that date in developing the Improvements together with copies of the then existing drawings for the Improvements which shall be consistent with the Approved Schematics; and

(iii) on July 2, 1984, Purchaser delivers to the City a cashier's or certified check for three hundred thousand dollars (\$300,000).

(f) In the event Purchaser extends the day of closing as permitted by subparagraph (e) above, and thereafter complies with the requirements of closing by such extended date, the

2AT-241-A/Q

Purchaser shall be entitled to a credit in the amount of one hundred thousand dollars (\$100,000).

3. Deposit. (a) Purchaser has deposited with the City as earnest money irrevocable letters of credit in the form of Exhibit "C" attached hereto in the total amount of seven hundred fifty thousand dollars (\$750,000) ("Security Amount"). The sum of two hundred fifty thousand dollars of the Security Amount shall be drawn upon by the Commissioner to be available in the City's accounts on June 29, 1984.

(b) In the event the closing of the transaction occurs as permitted by this Agreement (whether on the original or extended date), such two-hundred fifty thousand dollars (\$250,000) shall be a credit to the Purchaser at the closing.

(c) If the City is prepared and able to close and the purchase of the Site by the Purchaser under this Agreement is not closed on the Closing Date, or any continued Closing Date, because of a default on the part of Purchaser under this Agreement, the City shall retain such sum of two hundred fifty thousand dollars (\$250,000) referred to in subparagraph 3(b) above as liquidated damages and the City shall promptly return the remaining Security Amount of \$500,000 to the Purchaser upon Purchaser's written request therefor acknowledging such default. If the purchase of the Site by Purchaser shall fail to close for any reason other than a default by the Purchaser, then upon the demand of Purchaser, the City shall promptly return the entire Security Amount to Purchaser without prejudice to Purchaser's rights under Paragraph 20 below.

EAT-241-A/Q

(d) If the transaction contemplated by this Agreement closes, that portion of the Security Amount represented by letters of credit for five hundred thousand dollars (\$500,000) shall be held by the City until a Completion Certificate for the Office Tower is given by the City. Such letters of credit being held by the City until a Completion Certificate for the Office Tower is given by the City shall be renewed by the Purchaser not less than thirty (30) days prior to expiration thereof, from time to time, until such letters of credit are either drawn upon or otherwise used by the City or returned to Purchaser.

(e) If the transaction contemplated by this Agreement is closed:

(i) and if the Hotel/Retail Building is not Completed by the date specified in Paragraph 10 below, subject to Permitted Delays, the City shall draw upon such \$500,000 in letters of credit and retain the proceeds thereof as liquidated damages for such default at the rate of two thousand seven hundred thirty nine dollars (\$2,739) for each day or portion thereof that the Hotel/Retail Building is not Complete. In addition, subject to Permitted Delays, if the Hotel/Retail Building is not Completed within six (6) months after the date specified in Paragraph 10, then, Purchaser shall pay to the City eight thousand one hundred eighty six dollars (\$8,186) for each day after such six (6) month period that the

EAT-241-A/Q

Hotel/Retail Building is not so Completed as liquidated damages for such default to compensate the City for the loss of benefits to the City by reason of such structure not being Completed. Such possible liquidated damages of \$8,186 per day shall be paid to the City on the last day of each month in which such liquidated damages accrue. The City shall have a lien on the Site and the Improvements, reserved to it in the Deed, to secure such possible liquidated damages of \$8,186 per day; provided however, upon request of the holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate its lien to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder;

(ii) and if the Office Tower is not Completed by the date specified in Paragraph 10 below, subject to Permitted Delays, the City shall draw upon such letters of credit and retain the proceeds thereof as liquidated damages for such default at the rate of two thousand seven hundred thirty nine dollars (\$2,739) for each day or portion thereof that the Office Tower is not Complete. In addition, subject to Permitted Delays, if the Office Tower is not Completed within six (6) months after the date specified in Paragraph 10, then, Purchaser shall pay to the City five thousand four hundred fifty eight

EAT-241-A/R

dollars (\$5,458) for each day after such six (6) month period that the Office Tower is not so Completed as liquidated damages for such default to compensate the City for the loss of benefits to the City by reason of such structure not being Completed. Such possible liquidated damages of \$5,458 per day shall be paid to the City on the last day of each month in which such liquidated damages accrue. The City shall have a lien on the Site and the Improvements, reserved to it in the Deed, to secure such possible liquidated damages of \$5,458 per day; provided however, upon request of the holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate its lien to the lien of such mortgage instrument in form and content reasonably satisfactory to such holder.

(iii) Notwithstanding the foregoing, the per diem liquidated damage payments for any period provided in the preceding subparagraphs (i) and (ii) shall be reduced by the amount, if any, by which the per diem real estate taxes which are paid in accordance with Exhibit "I" hereof for that same period exceed, with respect to the applicable portion of the Site and Improvements, the real estate taxes which would have been payable thereon during the same period had the assessment thereon been made on the basis of vacant property.

EAT-241-A/Q

(f) The parties acknowledge that it would be difficult to determine the amount and extent of the damages suffered by the City upon the failure of the Purchaser to close the transaction contemplated by this Agreement or upon Purchaser's failure to Complete the Improvements as provided in this Agreement. Accordingly, to compensate the City for lost tax revenues, lost employment and other losses if Purchaser defaults under this Agreement, the parties agree that the Security Deposit and the liquidated damages specified in this Paragraph 3 are fair and reasonable compensation to the City for any damages it may suffer and that such liquidated damages are not a forfeiture or penalty.

(g) The City acknowledges that the Purchaser shall not be personally liable for the liquidated damages referred to in this Paragraph and that the City's rights to enforce such damages shall be limited to the Site, the Improvements and Purchaser's interest therein.

4. Escrow. The sale of the Site shall be closed through a Deed and Money Escrow with the Title Company in accordance with the terms of the usual form of Deed and Money Escrow instructions then used by the Title Company with such special provisions as may be required to conform such escrow instructions to the terms and conditions of this Agreement. The Deed, transfer tax declaration, the balance of the Purchase Price and the two hundred fifty thousand dollars (\$250,000) of the Security Amount referred to in Paragraphs 2(a)(i), 2(a)(ii), 2(b) and 3(a) above, respectively, shall be deposited in the

EAT-241-A/Q

Escrow on or before the Closing Date, and upon such deposits being completed, possession of the Site shall be delivered to Purchaser. The Deed shall not be recorded, nor the balance of the Purchase Price and the Security Amount be delivered to the City, unless and until the Planned Development referred to in Paragraph 6 below has been enacted and a copy thereof certified to by the City Clerk, together with a certificate of the Commissioner that such Planned Development was enacted pursuant to the terms of this Agreement, has been delivered to the escrowee. Upon deposit with the escrowee of the balance of the Purchase Price, such funds shall be invested in U.S. Treasury Bills, and the service charge therefor of escrowee shall be paid from the interest earned thereon. The balance of such interest shall be payable to the City unless the City fails to comply with Paragraph 6 below, in which event the interest, the balance of the Purchase Price and Security Amount shall be paid over and delivered to the Purchaser. The escrowee's fees for the Escrow shall be divided equally between the City and the Purchaser.

5. Pedestrian System, Transit Station and Service Access Tunnel. Purchaser shall provide, at no cost to the City (except as expressly provided below in this Paragraph 5), a pedestrian passageway system to connect the Site with other improvements to be built in the area of the Project, provide space for a transit station and shall build and provide space for a service access to other blocks as follows:

(a) A grade-separated pedestrian bridge to extend westward over and to the center line of Dearborn Street in a

EAT-241-A/Q

manner and at a time to meet and connect with and join a similar facility constructed eastward from the building on Block 17 in the Project area to the center line of Dearborn Street. This pedestrian bridge shall be built to plans and specifications consistent with the Approved Schematics and the Approved Design Plans referred to in Paragraph 9 below. Such plans and specifications for such pedestrian bridge shall be approved by the City which will co-ordinate the construction thereof between the Purchaser and the developer of the building on Block 17 referred to. Purchaser shall provide such plans and specifications and undertake such construction on a schedule reasonably required by the City upon written notice by the City to the Purchaser to begin construction of such bridge; provided however, construction of such bridge shall not be commenced unless and until the structure to be built on the west side of Dearborn Street is complete or will be sufficiently completed so as to permit the entire bridge to be installed and completed. Such bridge, if first approved in writing by the Purchaser and the Commissioner, may be in the form of a structure, the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street.

(b) Space for a two level (ground and second story) transit station along Lake Street in Block 16 for the elevated transit system providing areas for fare collection, entrances and exits, a bridge to the elevated platform and vertical movement by stair and elevator. Such space shall be of a size and location as reasonably required by the City as generally

EAT-241-A/Q

described in RFP and shall include perimeter walls on the interior and exterior walls only and "rough" floors, ceilings and walls. The City shall provide all finishings including, but not limited to, the stairs, elevators and all doors. Prior to the City issuing the Certificate of Completion, the Purchaser shall by deed, easement or long term lease (by way of illustration, a lease of ninety-nine (99) years or longer term) or other grant convey to the City the space for such transit station by documents and on terms reasonably required by the City; provided that under such documents the City shall (i) be responsible for loss or injury occurring in such space, (ii) pay all real estate taxes therefor, (iii) pay the costs of heating, air conditioning, insurance (unless the City is self insured for such type or class of risk), utilities, maintenance and all services of operation and ownership for such space and (iv) maintain such space in a good, clean condition consistent with the standard of maintenance in the other Improvements.

(c) Purchaser shall cause pedestrian circulation within the Hotel/Retail Building to connect by doors and passages with the facilities described at (a) and (b) in this Paragraph 5 and the State Street Mall so that pedestrians may enter or leave any of such facilities or mall and walk through the Hotel/Retail Building to the other such facilities or mall, and Purchaser and the City shall enter into a mutual easement and operating agreement establishing rights of access, hours during which access will be permitted, control of pedestrian traffic, security and related matters.

EAT-241-A/Q

(d) A vehicular passage (the "Service Access") to connect the loading docks serving buildings on the south-half and the northwest quarter (which northwest quarter is hereinafter referred to as the "Tremont Site") of Block 36 in the Project area ("Block 36") and possibly the buildings on Block 37 of the Project area ("Block 37") so that there is no loading off of Couch Place or Randolph Street in Block 36 and, possibly, no loading off of the streets surrounding Block 37. As presently contemplated by the City, the Service Access would be located in and connected through the Tremont Site and, if possible and economically feasible, connected through that site through an underground tunnel (the "Tunnel") directly to Lower Wacker Drive below the grade of Lake and Dearborn Streets. The Tunnel could possibly connect to Lower Wacker Drive through the existing tunnel ramp off of Garvey Court. The Tunnel is part of the Service Access as such terms are used in this Agreement. The Purchaser shall make available the sum of one million seven hundred thousand dollars (\$1,700,000) which sum is hereinafter referred to as the "Service Access Payment") to be used in engineering and constructing the Service Access.

(i) On or prior to the earlier of the commencement of the construction of the Service Access or January 2, 1986, Purchaser shall deposit in an escrow (pursuant to instructions made by the Purchaser and the City established with a bank or trust company acceptable to the City) cash in the amount of the Service Access Payment or, at the Purchaser's option

EAT-241-A/R

in lieu of such cash, an irrevocable bank letter of credit in the same amount issued by a Chicago bank acceptable to the City. Such funds or letter of credit shall be held in escrow to pay the obligations of Purchaser pursuant to this subparagraph (d). Until such cash or letter of credit is deposited in such escrow, the City shall have a lien reserved to it in the Deed to secure Purchaser's performance under this subparagraph (d). Upon such deposit being made by Purchaser, the City shall release such lien by a recordable written instrument delivered to Purchaser.

(ii) If the Service Access is constructed at the location and in accordance with the schematics approved by Purchaser as provided below in this subparagraph (d), Purchaser's funds shall be disbursed through the escrow referred to in (i) above by means of periodic progress payment, made directly to the architects, engineers, contractors and materialmen for plans and specifications, other engineering and architectural services, labor and materials furnished to build the Service Access in accordance with the schematics approved by the Purchaser as provided below at (v). Upon the full disbursement of the Service Access Payment, the balance of the cost of the Service Access shall be provided by funds furnished or made available by the City in a timely manner so as to Complete the Service Access in due course.

(iii) In any event, construction of the Service Access shall not unreasonably disrupt, delay or

EAT-241-A/Q

interfere with the timely construction of the Improvements in accordance with the terms and conditions of this Agreement.

(iv) If within seven (7) years after the Closing Date construction of the Service Access is not Completed, any undisbursed part of the Service Access Payment shall be paid over to the Purchaser, and the Purchaser shall have no further obligation under this Agreement concerning the Service Access.

(v) Prior to the funds of the Purchaser being used as provided by (ii) above, the City shall submit to the Purchaser not later than December 31, 1984 schematic drawings of the proposed Service Access for Purchaser's approval, which approval shall not be unreasonably withheld, shall be based upon the criteria described in (vi) below, and shall be granted within forty-five (45) days of receipt of the above mentioned schematics. If Purchaser fails to respond in writing within such forty-five (45) day period either approving or disapproving the proposed schematics as submitted by the City, the Purchaser shall be deemed to have approved such schematics. If Purchaser disapproves the proposed schematics, Purchaser shall set forth in writing its reasons for such disapproval in Purchaser's response given within such forty-five (45) day period.

(vi) The design and location of the Service Access shall be based on the following criteria in the order of priority indicated:

EAT-241-A/Q

First: no trucks or loading docks served by trucks shall use or be served off of the grade level of Couch Place in Block 36;

Second: if feasible and economically possible the Oliver and the Delaware Buildings in Block 36 shall be served by an underground passage or access tunnel;

Third: if feasible and economically possible, Block 37 shall be served by an underground passage or access tunnel going under Couch Place in Block 36, the south half of Block 36 and Randolph Street north of Block 37;

Fourth: if feasible and economically possible, the service and access referred to at First, Second and/or Third above will connect via the Tunnel to Lower Wacker Drive.

(vii) Notwithstanding the foregoing, if the Service Access reaches grade at Lake Street in the Tremont Site, at least twenty-five percent (25%) of the Service Access Payment will be devoted to enhancing the facade of the structure to be built on the Tremont Site to minimize the visual impact of the portal for the Service Access and relate the facade of such building to its facade on Dearborn Street. For the purposes of this subparagraph (d), if the conditions referred to in this subparagraph (vii) occur, the facade of the building to be built on the Tremont Site shall be considered part of the Service Access.

6. Planned Development. Within thirty (30) days after the City's approval of the Approved Schematics, the City shall make application for a Planned Development for the Site pursuant to the zoning ordinance of the City. The City shall

EAT-241-A/Q

adopt, as promptly as reasonably possible, in accordance with the provisions of such zoning ordinance, a Planned Development which shall permit the Improvements to be built in accordance with the Approved Schematics, but shall regulate signs in a manner reasonably required by the Commissioner; provided however, such Planned Development shall be finally and effectively adopted not later than December 31, 1984. If the City fails to adopt such Planned Development in the period provided, then in addition to the return of Purchaser's balance of the Purchase Price, the Deed and the Security Amount referred to in Paragraph 4 above, Purchaser shall have the remedies provided to it by Paragraph 20 below. Purchaser shall co-operate in any proceedings for such Planned Development and shall make witnesses available and furnish information required therefor. The City shall furnish the form of such Planned Development to the Purchaser not less than fifteen (15) days prior to making such application for Purchaser's approval. Purchaser shall respond to such form by approving or disapproving such form within such fifteen (15) day period. If disapproved, such disapproval shall specify the deficiencies in writings; Purchaser's failure to give approval or disapproval within such fifteen (15) day period shall be deemed approved.

7. Contribution. As provided below in this Paragraph 7, the Purchaser shall make contributions totaling, in cash or in-kind, a value of two percent (2%) of the Development Costs of the Office Tower which costs shall be determined as described below in this Paragraph 7 and are herein referred to as the "Office Tower Costs."

EAT-241-A/Q

(a) The funds from any cash portion of the contributions to be made by Purchaser pursuant to this Paragraph 7 shall be held as a fund or added to a fund (the "Fund") to be used only to enhance the total environment of the Project and for no other purpose. The Fund shall be administered and expended by a Commission or Committee of the City or by a not-for-profit corporation, trust or foundation created for such purpose. The City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund shall have sole discretion over the expenditure of any such monies held therein.

(b) On January 2, 1985, the Purchaser shall furnish to the City its good faith estimate of the Office Tower Costs accompanied by a certified check for fifty thousand dollars (\$50,000) payable to the City for the Fund.

(c) From time to time thereafter, upon the written advice of the Commissioner confirming to the Purchaser that the City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund has received additional contributions or payments from developers in the Project area other than Purchaser or contributions from other third parties, Purchaser shall "match" such additional funds by paying over to the City or to the not-for-profit corporation, trust or foundation having responsibility for the Fund as the Commissioner directs, a like amount within sixty (60) days of such written advice from the Commissioner; provided however, such cash contributions shall (i) not exceed, in total, the

EAT-241-A/Q

difference between the total contributions required by this Paragraph 7 and the value of the in-kind contributions approved by the Commissioner, (ii) exceed seventy five thousand dollars (\$75,000) in any one calendar year (except if the contributions to be "matched" are more than such limit, such overage shall be carried forward until paid) or (iii) if not sooner paid, whether "matched" or not "matched", be paid upon Purchaser's request for a Completion Certificate. In no event shall such cash contributions be less than five hundred thousand dollars (\$500,000).

(d) Purchaser has proposed various in-kind contributions described in Exhibit "D" attached hereto. Such proposed in-kind contributions are to be in lieu of a portion of the contributions required by this Paragraph 7. None of these proposed in-kind contributions have heretofore been approved by the Commissioner. On or before the date specified in subparagraph (b) of Paragraph 9 of this Agreement for the delivery to the Commissioner of schematic drawings of the Improvements, Purchaser shall furnish to the Commissioner, in such reasonable detail as required by the Commissioner, further written information and specifications of such in-kind contributions and the Purchaser's estimated cost thereof with such reasonable detail on such costs as required by the Commissioner. Within fifteen (15) days of the receipt of such information, specifications and estimated costs, the Commissioner shall advise the Purchaser in writing which, if any, of the proposed in-kind contributions are approved by the Commissioner and the

EAT-241-A/Q

dollar amount (based on the Purchaser's estimate of the costs thereof) which is to be a credit therefor against the contributions required by this Paragraph 7. After the closing, the Purchaser may request approval by the Commissioner of other in-kind contributions. In all events, the Commissioner's decision to reject or approve any or all of the in-kind contributions shall be in his or her sole judgement and discretion. Any in-kind contributions the Commissioner approves must be Completed and in service or rendered or binding contracts or obligations therefor, in form and content reasonably satisfactory to the Commissioner, shall have been delivered by the Purchaser on or prior to the date of the Purchaser's request for the Completion Certificate for the Hotel/Retail Building from the City.

(e) Until the cash portion of the contribution described in this Paragraph 7 has been paid, the City shall have a lien, reserved to it in the Deed, on the Site and Improvements to secure such cash contribution. Upon request of the holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate any portion of such lien in excess of one million eight hundred thousand dollars (\$1,800,000) (as reduced by the amount of such cash or in-kind contributions from time to time paid, rendered or Completed) to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

(f) The "Development Costs of the Office Tower" shall be determined in accordance with the contents of Schedule One attached hereto. Purchaser shall provide a final

EAT-241-A/Q

accounting of such Development Costs certified to by an officer or principal of a member of Purchaser within sixty (60) days after the City issues the Completion Certificate for the Office Tower together with any additional contribution thereby indicated. If such final accounting indicates that the total contribution is less than the estimate paid by Purchaser, the City shall pay to Purchaser any such difference within thirty (30) days of such final accounting. Purchaser shall maintain all records pertaining to such Development Costs for a period of at least three years after the date of the Completion Certificate and shall make such records available to the City, its agents and representatives during business hours for inspection and copying for the purpose of reviewing the computation of such contributions.

(g) Notwithstanding any other provision of this Agreement, the Purchaser's total amount of contributions, cash and in-kind, if any, made pursuant to this Paragraph 7 shall not be less than one million five hundred eighty thousand dollars (\$1,580,000).

8. Barricades. Purchaser shall install a construction barricade of a type, kind and appearance approved by the Commissioner and, until the barricades erected pursuant to this Paragraph 8 are removed with the approval of the Commissioner, the Commissioner shall first approve (a) the maintenance and appearance requirements therefor, (b) the color scheme and painting requirements thereof and (c) the nature, type, content and design of all signs thereon as proposed by the Purchaser.

EAT-241-A/Q

9. Construction and Approval of Plans and Financing.

(a) Purchaser shall redevelop the Site for use in accordance with the Redevelopment Documents and shall plan and construct improvements thereon: (i) consistent with the uses and guidelines set forth in the Redevelopment Documents, (ii) substantially in accordance with the Purchaser's Revised Proposal dated January 13, 1984, and materials submitted therewith which are more fully described on Exhibit "E" attached hereto (the "Purchaser's Revised Proposal") and (iii) in accordance with the approved schematics and approved design development plans described below in this Paragraph 9. All Improvements shall be constructed in accordance with the requirements of this Agreement and shall be in conformity with all applicable laws and regulations.

(b) On or before May 15, 1984, Purchaser shall deliver to the Commissioner (i) a written report providing information concerning the Purchaser's proposed hotel operation, including the identity of the proposed operator if such disclosure will not jeopardize negotiations, describing the relationship of the operator to the Purchaser's venture and the status of the agreements concerning such relationship and (ii) schematic drawings for the Improvements. These drawings will be subject to the approval of the Commissioner and shall be substantially consistent with the Redevelopment Documents and the Purchaser's Revised Proposal. If the Commissioner disapproves such drawings because such drawings are not substantially consistent with

LAT-241-A/Q

this Agreement, the Redevelopment Documents or the Purchaser's Proposal, within fifteen (15) days after notice thereof Purchaser shall submit to the Commissioner revised drawings complying with the deficiencies specified by the Commissioner in the notice of disapproval. Such drawings as are approved by the Commissioner are hereinafter referred to as the "Approved Schematics."

(c) Purchaser shall submit its final design development drawings and specifications for the Hotel/Retail Building ("Hotel/Retail Design Plans") substantially consistent with and based on the Approved Schematics to the City for its approval thereof no later than October 31, 1984. If the Commissioner disapproves such drawing and specifications because such drawings and specifications are not substantially consistent with this Agreement, the Redevelopment Documents, the Purchaser's Proposal or the Approved Schematics, within fifteen (15) days after notice thereof Purchaser shall submit revisions of such disapproved Design Plans complying with the deficiencies specified by the Commission in its notice of disapproval. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Hotel/Retail Design Plans."

(d) Purchaser shall submit its final design development drawings and specifications for the Office Tower ("Office Tower Design Plans") substantially consistent with and based on the Approved Schematics to the City for its approval thereof no later than two months prior to Purchaser's beginning construction

EAT-241-A/Q

of the Office Tower, but in no event later than August 31, 1987. If the Commissioner disapproves such drawings and specifications because such drawings and specifications are not substantially consistent with this Agreement, the Redevelopment Documents, the Purchaser's Proposal or the Approved Schematics, within fifteen (15) days after notice thereof, Purchaser shall submit revisions of such disapproved Design Plans complying with the deficiencies specified by the Commission in its notice of disapproval. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Office Tower Design Plans."

(e) On or before June 15, 1984 (unless the Closing Date is extended as permitted by Paragraph 2(c) above in which event then on or before thirty (30) days prior to the extended Closing Date), the Purchaser shall deliver to the Commissioner a budget setting forth the projected and anticipated Development Costs in detail and showing the anticipated sources of funds to pay such costs together with copies of the tentative or definitive agreements or commitments, if any have been made or issued, evidencing the availability of such funds for at least the Hotel/Retail Building. Such budget, agreements and commitments and other documentation for such financing (the "Evidence of Financing") shall be in form and content reasonably satisfactory to the Commissioner and shall be in the amount of the Development Costs for the portion thereof to which they pertain. If the Evidence of Financing for the

EAT-241-A/Q

Office Tower is not submitted to the Commissioner prior to the Closing Date, a budget and Evidence of Financing therefor shall be submitted not less than thirty (30) days prior to the commencement of construction of the Office Tower. For the purpose of this subparagraph (e), "Development Costs" shall include the Purchaser's contribution to be made pursuant to Paragraph 7 above, liquidated damages pursuant to Paragraph 3 above and the Security Amount in addition to those items included in the definition of "Development Costs" on page 2 of this Agreement. Any binding agreements for the financing of the Development Costs shall be substantially in the form of the Evidence of Financing and true copies of all such agreements shall be given to the City by Purchaser as such are entered into.

(f) Any drawings, plans or specifications or Evidence of Financing required to be submitted to the Commissioner for approval pursuant to this Paragraph 9 shall be approved or disapproved in writing by the Commissioner within fifteen (15) days of the receipt thereof by the Commissioner. If the Commissioner disapproves any such drawings, plans or specifications the disapproval in writing shall expressly state the reasons therefor. Failure to give such written disapproval with the reasons therefor within such fifteen (15) day period specified above in this subparagraph shall be deemed approval by the Commissioner.

(g) Any approvals made by the Commissioner or the City of the schematic drawings or the Design Plans are for the

EAT-241-A/Q

purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the Commissioner or City pursuant to the Agreement constitute approval of the quality or the safety of the Improvements.

10. Schedule of Construction.

Purchaser covenants and agrees, subject to Permitted Delays, that it shall promptly commence and diligently Complete construction of the Improvements on the Site within the period specified below in this Paragraph 10. The time of commencement and Completion of the construction of the Improvements and the schedule for construction of various portions of the Improvement shall be as follows:

(a) Within thirty (30) days after the Closing Date, Purchaser shall begin erecting the construction barricade which shall be completed within sixty (60) days of the Closing Date;

(b) Construction of the Hotel/Retail Building shall commence by excavation beginning no later than January 2, 1985.

(c) The Hotel/Retail Building shall be Completed on or before thirty six (36) months after the date set forth in (b) next above.

(d) Construction of the Office Tower shall commence no later than October 31, 1987.

(e) The Office Tower shall be Completed on or before twenty one (21) months after the date set forth in (d) next above.

DAT-241-A/Q

11. Completion Certificate.

At Completion of the Hotel/Retail Building (i.e., when certain work or obligations are performed as defined on page 2 of this Agreement) and after the Purchaser has commenced construction of the Office Tower, upon the written request of Purchaser the Commissioner shall furnish Purchaser with an appropriate instrument certifying that the Hotel/Retail Building has been Completed (except the pedestrian "bridge" across Dearborn Street required by Paragraph 5(a) above) and the other obligations of Purchaser to be performed on or prior to such certification are satisfied ("Completion Certificate"); provided however, that failure to commence construction of the Office Tower shall not affect the issuance of an occupancy certificate by the City's Zoning Administrator for the Hotel/ Retail Building. Upon Completion of the Office Tower and compliance with the requirements of Paragraph 7 concerning the cash contributions due the City, the City shall furnish the Purchaser with an appropriate instrument certifying that the Purchaser's obligations concerning the Office Tower have been completed and the City shall return any Security Amount then held by the City less any liquidated damages to which the City may be entitled pursuant to Paragraph 3 above. Such Completion Certificates when issued shall be the conclusive determination that Purchaser has satisfied the requirements in this Agreement and the Deed with respect to the obligations of Purchaser to construct the portion of the Improvements for which the certificate is given and to perform Purchaser's other obligations under this

EAT-241-A/Q

Agreement to be performed prior to such certification. Such certifications shall be in recordable form and shall release all of the City's liens reserved in the Deed. If the Commissioner shall refuse or fail to provide such certification, the Commissioner shall, within fifteen (15) days after written request by the Purchaser, provide Purchaser with a written statement indicating how Purchaser has failed to Complete the construction of the applicable portion of the Improvements or otherwise comply with the Deed or this Agreement. Any certification made by the Commissioner or the City pursuant to this Agreement or the Deed with respect to the Improvements shall be for the sole purpose of confirming that Purchaser has complied with this Agreement and the Deed and shall not be deemed an approval of the quality or safety of the Improvements or that the Purchaser has complied with any applicable law or ordinance.

12. Relocating Utilities. In the event Purchaser requests relocation of existing utility lines in and under the Site or in and under the public streets adjacent to the Site, the City may agree to cause such utilities to be relocated. Any such relocation will be at Purchaser's expense. Prior to requesting such relocation, Purchaser shall deliver to the Commissioner plans and specifications showing what utilities must be relocated. If the Commissioner agrees with any such request, within 10 days of notice from the Commissioner, the Purchaser shall advance funds for such relocation in the amounts required by the Commissioner. Nothing in this Paragraph 12 shall be construed to limit or restrict the Purchaser

LA-241-A/Q

from securing the relocation of such utilities without securing the Commissioner's agreement under this Paragraph 12.

13. Assignability and Transfer.

(a) Until Completion Certificates are issued, neither Purchaser nor any of its members, partners or shareholders shall assign, transfer or convey all or any of its or their interest in the Purchaser, or assign, lease (except for leases made in the ordinary course of leasing portions of the Site or the Improvements for office, hotel and commercial uses at market rents and on market terms), transfer or convey any of its or their interest in that portion of the Site and Improvements for which a completion certificate has not issued, or any of its or their rights, duties or obligations under this Agreement, (such proposed assignments, leases, transfers and conveyances are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the Commissioner being first obtained. Proposed Transfers also include, but are not limited to, admitting additional partners or permitting shares of stock to be issued to additional shareholders.

(b) So long as after a Proposed Transfer the Purchaser's principals identified on Exhibit "F" attached hereto remain in active management and direct control of the construction and development of the Improvements, the Commissioner may withhold consent to any such Proposed Transfer only if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site or the Improvements or this Agreement, but shall not

EAT-241-A/Q

otherwise withhold consent. In the event that after a Proposed Transfer is consummated, the Purchaser's principals identified on Exhibit "F" attached hereto will not be in active management and direct control of the construction and development of such portion of the Improvements, or if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site, the Improvements or this Agreement, the Commissioner may withhold his or her consent to such Proposed Transfer in his or her sole discretion.

(c) The Commissioner shall consent or, in writing, specify the reasons for withholding its consent to any Proposed Transfer within ten (10) days after receipt from the Purchaser of documents disclosing the names of the parties interested, directly and indirectly, in such Proposed Transfer and copies of the proposed instruments of assignment, lease, transfer, conveyance, admitting additional partners or issuing shares of stock to new shareholders. Such documents disclosing such names shall be in accordance with and on forms meeting the requirements of the Commissioner. If the Commissioner fails to respond to any request for such consent within such ten (10) day period, such failure shall be deemed a consent to such Proposed Transfer. In the event the Commissioner fails to respond, upon written request of the Purchaser, the Commissioner will give Purchaser a written acknowledgement that it received such a request for a consent and failed to respond thereto.

EAT-241-A/Q

(d) As used herein, the term "active management and direct control" means that the individual or entity is actively involved in the affairs of the Purchaser, partakes in making substantial decisions and is involved in the over-all supervision of the enterprise; it does not require day-to-day participation in these activities. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Purchaser of its obligations under this Agreement, subject to the limitations of Paragraph 3(b) above, and all assignees, lessees, transferees and grantees of any interest, direct or indirect, in the Site, the Improvements, the Purchaser or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the Site or Improvements), shall hold such interest in accordance with the terms and provisions of this Agreement. Notwithstanding the provisions of this Paragraph 13, the Purchaser may mortgage the Site and the Improvements as provided by Paragraph 14 below.

(e) At the time of the submission of the Proposal of Purchaser which resulted in the Original Redevelopment Agreement, it was contemplated by the Purchaser that Americana Hotels Corporation, an affiliate of Americana Loop Associates, a partner of the entity constituting the Purchaser, would become the operator of the hotel facility included in the Hotel/Retail Building. In the event that Purchaser shall

EAT-241-A/Q

hereafter advise the Commissioner in writing that Americana Hotels Corporation will not be the operator of such hotel facility, and provided that such advice of Purchaser also certifies that the persons identified in Exhibit "F" attached hereto continue to remain in active management and direct control of the construction and development of the Improvements, Americana Loop Associates, including all partners therein, shall thereupon be fully and forever discharged and released by the City of Chicago of and from all duties, obligations and liability arising under this Agreement, the Original Redevelopment Agreement and all Proposals of Purchaser which are referred to in such Agreement and Original Redevelopment Agreement. Such release shall become effective on the condition herein provided without any further action or confirmation thereof by the City of Chicago and whether or not Americana Loop Associates continues thereafter to own an interest in the Purchaser.

14. Limitation Upon Mortgages. Prior to the City giving the Completion Certificate, Purchaser shall not engage in any financing or any other transaction creating any mortgage, other encumbrance (such as, but not limited to, a "sale and lease back") or lien upon or security interest in the Site or the Improvements or upon any property or right included or paid as a Development Cost, or any part thereof, except for the purpose of obtaining funds in an amount not greater than the amount anticipated to be expended for the Development Costs. For the purpose of this Paragraph 14, "Development Costs" shall include the Purchaser's contribution to be made pursuant to

EAT-241-A/Q

Paragraph 7 above, liquidated damages pursuant to Paragraph 3 above and the Security Amount in addition to those items included in the definition of "Development Costs" on page 2 of this Agreement. No funds disbursed under any such mortgage, other encumbrance, lien or security interest shall be used for any purpose other than Development Costs.

15. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of this Agreement, the holder of any mortgage permitted by Paragraph 14 [including any holder or its nominee who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who is an affiliate of Purchaser and who thereafter obtains title to the Site or such part from or through such holder or (b) any other purchaser at foreclosure sale who is an affiliate of Purchaser] shall not be personally obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder or nominee; but any such holder or nominee shall have the rights of Purchaser under this Agreement. Nothing in this Paragraph or any other provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any use or occupancy or to construct any improvements thereon, other than the use, occupancy or Improvements provided or

EAT-241-A/Q

permitted in the Redevelopment Documents and this Agreement. Nothing in this Paragraph or in this Agreement shall be construed (i) to impose liability on the assets of any such mortgagee or its successors other than its or their rights, title or interest in the Site or Improvements or (ii) to release the Site or the Improvements from the liens in favor of the City reserved in the Deed unless and until the amounts secured thereby under Paragraph 7 above are fully paid to the City or are otherwise satisfied. As used in this Paragraph 15, the term "affiliate of Purchaser" means any person, corporation or other entity controlling, controlled by or under common control with Purchaser.

16. Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuing of the Completion Certificates, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Site, the Improvements or the Purchaser; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to Purchaser, or any successor in interest, to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

EAT-241-A/Q

17. Equal Employment Opportunity. Purchaser, for itself and its successors and assigns, agrees that during the construction of the Improvements or performance of other work required by this Agreement it shall:

(a) comply with the affirmative action/equal opportunity/minority business program to be formulated and submitted to the Commissioner for approval not later than forty-five (45) days prior to the Closing Date based on the criteria described in Exhibit "G" attached hereto and

(b) comply with Federal and State of Illinois Equal Employment and Affirmative action statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and regulations promulgated pursuant thereto.

18. Restrictions on Use. Purchaser agrees, and the Deed shall contain covenants on the part of Purchaser expressly so providing, that Purchaser shall:

(a) devote the Site and the Improvements to the uses set forth in the Redevelopment Documents for the time specified therein; and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Site or any Improvements located or to be erected thereon, or any part thereof.

19. Covenants: Binding Upon Successors In Interest: Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the covenants and agreements

EAT-241-A/Q

provided in Paragraphs 1, 3, 5, 7, 8, 9, 10, 13, 14, 16, 17, 18, 19, 23, 24, 25, 26 and 27 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns.

20. Termination for Default. Prior to the Closing Date, the party not in default shall have the right to terminate this Agreement by notice to the other party if the other party shall have defaulted in any material respect in its covenants, agreements and obligations under this Agreement. Such notice shall specify the default and give the party in default at least thirty (30) days to cure the default. In the event the City is the party in default and fails to cure such default and the transaction contemplated by this Agreement has not closed, the Purchasers' only remedies shall be either (i) the termination of this Agreement and the return to the Purchaser of the Security Amount or (ii) in the alternative, at Purchaser's election, specific performance, injunction or declaratory judgment. In the event the City is the party in default and fails to cure such default and the transaction contemplated by this Agreement has closed and the Deed has been delivered, the Purchaser's sole and exclusive remedy, except as otherwise expressly provided in this Agreement, shall be an action for specific performance, injunction or declaratory judgment. Except as expressly provided in this Paragraph 20 and in Paragraphs 1 and 3, the Purchaser shall have no other remedies in law or equity against the City. In the event the Purchaser is

EAT-241-A/Q

the party in default and fails to cure its default and the transaction contemplated by this Agreement has not closed, the City's sole and exclusive remedy shall be the City's right to liquidated damages specified in Paragraph 3(c) above as such are expressly limited therein. In the event the Purchaser is the party in default and fails to cure such default and the transaction and conveyance contemplated by this Agreement has closed and the Deed has been delivered, the City's right to liquidated damages under Paragraph 3 above shall not limit or diminish the City's right to declaratory judgment or remedies in law or equity other than damages, provided that any remedy shall be limited to the Site and the Improvements thereon and the Purchaser's interest therein and that no other assets of Purchaser or its members shall be subject thereto.

21. Notices. All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City:	Chairman, Commercial District Development Commission Room 1000 City Hall Chicago, Illinois 60602
with a copy to:	Commissioner, Department of Planning Room 1000 City Hall Chicago, Illinois 60602

EAT-241-A/Q

with a copy to: Corporation Counsel
City of Chicago
City Hall
Chicago, Illinois 60602

If to the Purchaser: c/o Libra Real Estate Corporation
Attn: Mr. Eugene Golub
625 N. Michigan Ave.
Suite 2000
Chicago, Illinois 60611

with a copy to: Mr. Ernest Greenberger
Greenberger, Krauss & Jacobs
180 North LaSalle Street
Chicago, Illinois 60601

with a copy to: Urban Investment and Development Co.
333 W. Wacker Drive
Suite 2100
Chicago, Illinois 60606
Attn: Law Department

Any notice shall be deemed delivered three days after the mailing thereof. Either party may at any time change the addresses for notices to such party by mailing a notice as aforesaid. Such change shall be effective three (3) business days after the mailing of the notice changing the address.

22. Additional Covenants. In addition, the parties agree as follows:

(a) Transfer Taxes. The transaction is exempt from the real estate transfer taxes of the City of Chicago, County of Cook and the State of Illinois.

(b) Soil Tests. As soon as practicable and to the extent the City may legally do so, the City will give to Purchaser the right to enter upon the Site for the purpose of making soil tests and other feasibility studies and engineering studies. Purchaser hereby indemnifies and saves the City

EAT-241-A/Q

harmless from and against all costs, claims and expenses incurred as a result of or arising out of the making of such soil tests and studies.

(c) Approvals. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement or the Deed, and that any such consent or approval will not be unreasonably delayed or qualified.

(d) Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the closing, or earlier termination of this Agreement, shall survive such closing or termination.

(e) No Third Party Beneficiaries. The approvals given by the City pursuant to this Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Purchaser, the mortgagee or other lien holder permitted by Paragraph 14 above, and their successors in interest in the Site and no other person or party may claim the benefit of such approval or certificate.

(f) No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the

EAT-241-A/Q

default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

(g) Incorporates All Agreements. This Agreement and the Purchaser's Revised Proposal, which is incorporated in this Agreement by this reference, incorporate all agreements and understandings of the parties concerning the Site. Each party acknowledges that no representations or warranties have been made which are not set forth in this Agreement or in the Purchaser's Revised Proposal. Purchaser acknowledges that it has inspected the Site and that, except as expressly set forth in this Agreement, it is not relying on any representation or undertakings from the City or anyone claiming to represent the City.

(h) Time is of Essence. Time is of the essence of this Agreement.

(i) Effect of Permitted Delays. In the event a party suffers a Permitted Delay, the party asserting such delay shall give written notice thereof to the other party within twenty (20) days of the commencement of such delay known to the asserting party. Unless such notice is given, the claim for

INT-241-A/Q

any such delay shall be deemed waived. In case of a continuing Permitted Delay, only one such notice is required. Upon giving notice in accordance with this Paragraph, the party suffering a Permitted Delay may postpone that party's obligation and related subsequent obligations (concerning clearing title, obtaining or delivering possession or conveying the title to Purchaser for the City or construction of Improvements or other obligations of Purchaser) for a period equal to the duration of the Permitted Delay; provided however, in no event shall the Closing Date be postponed beyond the date specified (as such date may be extended by Purchaser) in the last sentence of Paragraph 2 above.

23. Tax Increment Financing

(a) The City and the Purchaser agree:

(i) that for the purposes of this Agreement the total minimum assessed value ("Minimum Assessed Value") of the Site, the Hotel/Retail Building and the Office Tower are shown on Exhibit "H" attached hereto for the several years as noted on that exhibit and

(ii) that the real estate taxes derived from the Site and the Improvements arising from all tax rates of the various taxing districts are estimated to be as shown in Exhibit "I" attached hereto.

(b) With reference to the assessment of the Site and the Improvements or any part thereof, except as provided herein, the Purchaser shall not for any year referred to in Exhibit "H":

EAT-241-A/Q

- (i) apply for, seek, or authorize any exemption from the imposition or paying of any or all real property taxes extended for collection against the Minimum Assessed Value, without first obtaining the prior written approval of the City.
- (ii) directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit "H" attached hereto.
- (iii) apply for, seek, or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and the Purchaser does hereby consent to the City's appearance, and shall provide to the City a reasonable opportunity to appear before any administrative and/or judicial body to contest or defend the assessed value against any such application or attempt to reduce such assessed value.

In the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for 1984 and future years would produce real estate taxes for the Site and Improvements for any year in excess of taxes set forth in Exhibit "I" attached hereto, the Purchaser may seek to lower the assessed values indicated in Exhibit "H" attached hereto or rates or equalization factors reflected in

EAT-241-A/Q

Exhibit "I" attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Improvements for such year below those specified in Exhibit "I" attached hereto. Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the entire Project or applicable generally to property in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Purchaser shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

(c) The foregoing covenants (i) through (iii) in Paragraph 23(b) above shall be construed and interpreted as an express agreement between the Purchaser and the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and Improvements. This Agreement may be used by the City, in the City's discretion, as admission against the Purchaser's interest in any proceeding.

24. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default by the Purchaser under this Agreement, the holder of any mortgage or other instrument creating a security interest lien on the Site or the Improvements or a part thereof

EAT-241-A/Q

- (i) has under its mortgage or other instrument, but does not exercise, the option to construct or complete the Improvements relating to the Improvement or part thereof covered by its mortgage or other instrument or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been given written notice of such default by the City; or
- (ii) undertakes the completion of the Improvements but does not Complete such construction within a six (6) month period following the date for such Completion provided in this Agreement, and such default shall not have been cured within sixty (60) days after written notice thereof to such holder from the City so to do,

the City shall (and every mortgage or other instrument made prior to completion of the Improvements or any part thereof shall expressly so provide) have the option of paying to the holder of such mortgage or other instrument the amount secured by such mortgage or other instrument and obtain an assignment of the mortgage or other instrument and the debt secured thereby, or, in the event ownership of the Site or Improvements (or part thereof) has vested in such holder by way of foreclosure or action or deed in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Site or Improvements or part thereof (as the case may be) upon payment to such

ENT-241-A/Q

holder of the amount secured by such mortgage or other instrument together with costs and interest at market rates if such mortgage or other instrument has been foreclosed and interest under the mortgage documents has stopped accruing.

25. City's Option to Cure Mortgage Default. In the event of a default by the Purchaser under any mortgage or other instrument creating an encumbrance or lien upon the Site or the Improvements or a part thereof, the City may at its option, exercised by written notice within thirty (30) days after the holder of such mortgage has given written notice of default, cure such default by entering the Site and performing the necessary construction work or paying the sum then due; in either case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law or otherwise, to reimbursement from the Purchaser of all costs and expenses incurred by the City in curing such default and shall have a lien upon the Site or the Improvements for such reimbursement: Provided, that any such lien of the City shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Site or Improvements authorized by this Agreement.

26. Payment of Taxes.

(a) During the term of any "construction loan" secured by a mortgage or other lien permitted by Paragraph 14 above, the Purchaser (i) shall arrange with the holder of such mortgage or other lien to have available out of the undisbursed

EAT-241-A/R

loan proceeds a sum sufficient to pay the amount of taxes described in Exhibit "I" attached hereto accruing during such term and (ii) provide to the City such mortgagee's or lien holder's written commitment, in form and content satisfactory to the Commissioner, to use such sum for the payment of the taxes indicated in this Paragraph 26(a). As used herein the term "construction loan" refers to a loan the proceeds of which are disbursed to pay the costs of construction as work is finished and payment therefor is made.

(b) From the end of the term of such "construction loan" through the end of the third calendar year after Completion of the Improvements, Purchaser shall maintain each year a cash deposit or letter of credit (in form and content and from a bank satisfactory to the Commissioner) in the amount of the taxes for such year shown in Exhibit "I" attached hereto; provided however during such period if the members of Purchaser have a combined net worth in excess of five (5) times such taxes, the Purchaser shall not be required to maintain such deposit or letter of credit with the City. For any year that Purchaser is desirous of avoiding maintaining such deposit or letter of credit, Purchaser shall provide to the Commissioner prior to January 1 of such year financial statements of the members of Purchaser, signed by the party furnishing such and prepared in accordance with generally accepted accounting principles. For purposes of this subparagraph (b), the term "net worth" shall mean, as of the date of determination, the

MIT-241-A/Q

excess of the total assets of Purchaser over the total liabilities of Purchaser, determined in accordance with generally accepted accounting principles, excluding, however, from the determination of the total assets of Purchaser all assets which could be treated as intangible assets under generally accepted accounting principles (including, without limitation, all patents, licenses, trade names, trademarks, copyrights, good will, deferred charges, unamortized debt discount and expenses, organizational expenses, and experimental and development expenses).

(c) In the event that Purchaser defaults in the payment of taxes for the years shown in Exhibit "I" attached hereto or defaults under the terms of any mortgage or other instrument creating a security interest lien on the Site or the Improvements or a part thereof, and such default is not cured, Purchaser shall deposit with the City from year to year the amount of the taxes required by Exhibit "I" attached hereto due for such year on or before January 2 of the year during which such taxes are due.

27. Performance Bonds. The Purchaser shall require in all construction contracts for the Improvements that the contractors and subcontractors be bonded for their performance and payment by sureties having a AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee if upon enforcement of such bond, the City assumes the obligations thereby imposed. The City shall waive the requirement

EAT-241-A/Q

for such bond for any contractor or subcontractor for which the City receives from the Development Officer of Urban Investment & Development Co. responsible for the development and construction of the Improvements written certification in form and content satisfactory to the Commissioner that in such officer's opinion, the requirement of a bond for such contractor or subcontractor is not necessary because of the credit worthiness, history of performance, size of the contract or subcontract or other reason therefor which, in each case, shall be stated in such certification. With such certification, so long as the Purchaser does not receive such a bond or so long as a lender to Purchaser does not require such a bond, the requirement therefor under this Agreement shall be deemed waived.

28. Contingent Paragraphs. Notwithstanding the terms of Paragraphs 23, 24, 25, 26 and 27 above, such provisions shall not be applicable to the transaction contemplated by this Agreement or enforceable against the Purchaser in the event the City does not enact a tax increment financing plan referred to in Recitals I. and J. above affecting the Site and the Improvements.

29. Further Assurance. The parties shall execute and deliver to each other such additional documents, including without limitation documents required by the holder of any mortgage on the Site or the Improvements, which may be reasonably required by either party to effectuate the intents and purposes of this Agreement.

EAT-241-A/Q

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

City of Chicago

By: Harold Washington, Mayor

[City Seal]

Attest:

Purchaser:

Walter S. Kozubowski
City Clerk

Libra Partners/Americana/Urban Venture

Approved as to
Form and Legality

By: Libra Partners, an Illinois
Limited Partnership, venturer

By: Eugene Golub, General
Partner

James D. Montgomery
Corporation Counsel

By: Van L. Pell, General
Partner

Commercial District
Development Commission

By: Urban Investment and Development
Co., a Delaware corporation

By: President

Attest: _____
Secretary

EAT-241-A/Q

SCHEDULE ONECALCULATION OF OFFICE DEVELOPMENT COSTS

Pursuant to the terms of Paragraph 7 of the Agreement, the Purchaser is to make cash or in-kind contributions to the City for certain purposes as therein stated. The total dollar amount of such contributions shall be 2% of the Development Costs of the Office Tower (calculated as described below in this Schedule One). Accordingly, the "Development Costs of the Office Tower shall be calculated as follows:

First: All Development Costs for all the Improvements incurred or anticipated to be incurred shall be ascertained or estimated.

Second: Of the Developments Costs ascertained or estimated as provided in First above in this Schedule One, those "direct construction costs" (i.e. the costs which are identifiable to a specific area of the Improvements or the result of specific contracts) for each of the four principal areas of the Improvements (those areas being office, hotel, retail/entertainment and parking, which four areas are herein-after referred to as the "Four Principal Areas") shall be allocated and computed. Such allocation shall be on a fair, reasonable and consistent basis. Such "direct construction costs" shall include, but are not limited to the costs of the work usually provided under the following categories of plans and specifications: architectural (including, but not limited to work such as certain wall, finishes and other matters usually covered by architectural drawings), structural, electrical,

LAT-241-A/Q

mechanical (including, but not limited to work such as heating, ventilating, air conditioning, and plumbing), elevators, escalators and fire protection.

Third: Subtract the total of the "direct construction costs" of the Four Principal Areas described above at Second on this Schedule One from the total of the Development Costs ascertained or estimated at First above in the Schedule One. The amount resulting from such subtraction is hereinafter referred to as the total "indirect Development Costs" for the Improvements.

Fourth: Apportion the "indirect Development Costs" computed at Third above in this Schedule Two among the Four Principal Areas based on the ratio of "direct construction costs" for each such area determined at Second above in this Schedule One.

Fifth: The "Development Costs of the Office Tower are the sum of the "direct construction costs" for the Office Tower determined at Second above in this Schedule One added to the "indirect Development Costs" apportioned to the Office Tower as provided above in Fourth above in this Schedule One.

EAT-241-A/Q

EXHIBIT "A"

Legal Description of Block 16

A tract of land consisting of all Lots and all streets and alleys within Block 16 of Original Town of Chicago in the East part of the SE 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian,

Bounded as follows: Beginning at the convergence of the North Line of Lake Street and East Line of Dearborn Street; thence North along the East Line of Dearborn Street to the South Line of Wacker Drive; thence East along such South Line to the West Line of State Street; thence South along such West Line to the North Line of Lake Street; thence West along the such North Line to the place of beginning;

ENT-241-A/Q

Exhibit "B"

QUIT CLAIM DEED

This Deed made as of the ____ day of _____,
1984.

Pursuant to the Commercial District Development Commission Ordinance (Chapter 15.1 of the Grantor's Municipal Code) and Grantor's powers as a home rule unit under provisions of the Constitution of Illinois of 1970, the City of Chicago (the "City"), a municipal corporation of Illinois, in consideration of ten dollars (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged, conveys and quit claims to Libra Partners/Americana/Urban Venture, (the "Purchaser"), the following described real estate (the "Site"), subject to the reservations, covenants and conditions herein contained:

A tract of land consisting of all Lots and all streets and alleys within Block 16 of Original Town of Chicago in the East part of the SE $\frac{1}{4}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian,

Bounded as follows: Beginning at the convergence of the North Line of Lake Street and East Line of Dearborn Street; thence North along the East Line of Dearborn Street to the South Line of Wacker Drive; thence East along such South Line to the West Line of State Street; thence South along such West Line to the North Line of Lake Street; thence West along the such North Line to the place of beginning;

This Deed is made and executed upon and is subject to the liens, terms, conditions and covenants set forth below in Paragraphs 2 through 20, which liens, terms, conditions and covenants are part of the consideration given to the City by Purchaser in payment for the Site.

EAT-241-A/Q

1. Certain Definitions. For all purposes of this Deed, each of the following terms shall have the respective meaning assigned to it as follows:

Agreement: That certain Restated Redevelopment Agreement and Contract for the Sale of Land, North Loop, dated as of _____, 1984, by and between the City and the Purchaser, concerning the sale and conveyance of the Site to the Purchaser pursuant to which agreement, this Deed was delivered. Those certain provisions of the Agreement as specified below are incorporated into this Deed by reference.

Commission: The Commercial District Development Commission established by the City as set forth in Chapter 15.1 of the Chicago Municipal Code.

Commissioner: The Commissioner of the Department of Planning of the City or other person designated by the Mayor of the City.

Complete: The substantial completion of the Improvements or a portion thereof as the context requires. For the purpose of this definition, the Hotel/Retail Building will be considered substantially complete when (i) the hotel facility and all public areas and the pedestrian access facilities (except the pedestrian "bridge" across Dearborn Street and the transit station space required under Paragraphs 5(a) and 5(b) below) described in Paragraph 5 below are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and occupancy for the purpose intended, (ii) all in-kind contribu-

EAT-241-A/Q

tions referred to in Paragraph 7 below, if any, are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and occupancy for the purpose intended, or binding contracts or obligations therefor in form and content reasonably satisfactory to the Commissioner have been delivered by the Purchaser to the City and (iii) the "shell and core" for the retail areas and transit facility referred to in Paragraph 5 below are substantially finished (but subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." For the purpose of this definition, the Office Tower will be substantially complete when the "shell and core" thereof are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." This definition of "Complete" also is applicable to other forms of the word "complete", such as "Completion" and "Completed", as used in this Agreement.

Completion Certificate: The certificate to be given by the City pursuant to Paragraph 11 of the Agreement.

Development Costs: All costs, expenses and expenditures as defined in the Agreement incurred or anticipated to be incurred for the acquisition of the Site and the planning, development and construction of the Improvements.

Hotel/Retail Building: All Improvements except the Office Tower.

EAT-241-A/Q

Improvements: The improvements to be constructed as shown in the drawings, plans and specifications approved by the City in accordance with Paragraph 9 of the Agreement.

Office Tower: That portion of the Improvements to be constructed for and devoted to offices.

Permitted Delays: Certain delays defined as "Permitted Delays" in the Agreement.

Project: The North Loop Redevelopment Project set forth in the Redevelopment Documents as such project may be revised from time to time by the City, provided that no such revision shall alter the use of the Site for the purposes contemplated by this Deed or the Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

Redevelopment Documents: (a) The redevelopment plan for the Project approved by the Commission on March 20, 1979, and, as revised, approved by the Commission on October 12, 1982 which plan was approved by the City Council as stated in Recital A, (b) the North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as so revised, approved by the City Council on October 22, 1981. The guidelines were further revised by the Commission on October 12, 1982 and, as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, approved by the City Council on

LAT-241-A/Q

October 27, 1982 and (c) the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984). The Redevelopment Documents include any revision in such plan and guidelines made from time to time by the City provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

2. Damages for Failure to Complete. The City shall have a lien on the Site and the Improvements to secure certain liquidated damages of eight thousand one hundred eighty six dollars (\$8,186) per day provided in Paragraph 3(e)(i) of the Agreement until certain conditions concerning the Hotel/ Retail Building as described in the Agreement are complied with, and the City shall have a lien on the Site and the Office Tower to secure certain liquidated damages of five thousand four hundred fifty eight dollars (\$5,458) per day provided in Paragraph 3(e)(ii) of the Agreement until certain conditions concerning the Office Tower as described in the Agreement are complied with; provided however, upon request of the holder of any mortgage permitted under Paragraph 10 below, the City shall subordinate its liens to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

3. Pedestrian System, Transit Station and Service Access Tunnel. Purchaser shall provide, at no cost to the City (except as expressly provided below in this Paragraph 5), a pedestrian passageway system to connect the Site with other

EAT-241-A/Q

improvements to be built in the area of the Project, provide space for a transit station and shall build and provide space for a service access to other blocks as follows:

(a) A grade-separated pedestrian bridge to extend westward over and to the center line of Dearborn Street in a manner and at a time to meet and connect with and join a similar facility constructed eastward from the building on Block 17 in the Project area to the center line of Dearborn Street. This pedestrian bridge shall be built to plans and specifications consistent with the Approved Schematics and the Approved Design Plans referred to in Paragraph 9 below. Such plans and specifications for such pedestrian bridge shall be approved by the City which will co-ordinate the construction thereof between the Purchaser and the developer of the building on Block 17 referred to. Purchaser shall provide such plans and specifications and undertake such construction on a schedule reasonably required by the City upon written notice by the City to the Purchaser to begin construction of such bridge; provided however, construction of such bridge shall not be commenced unless and until the structure to be built on the west side of Dearborn Street is complete or will be sufficiently completed so as to permit the entire bridge to be installed and completed. Such bridge, if first approved by the Commissioner, may be in the form of a structure, the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street.

FAT-241-A/Q

(b) Space for a two level (ground and second story) transit station along Lake Street in Block 16 for the elevated transit system providing areas for fare collection, entrances and exits, a bridge to the elevated platform and vertical movement by stair and elevator. Such space shall be of a size and location as reasonably required by the City as generally described in RFP and shall include perimeter walls on the interior and exterior walls only and "rough" floors, ceilings and walls. The City shall provide all finishings including, but not limited to, the stairs, elevators and all doors. Prior to the City issuing the Certificate of Completion, the Purchaser shall by deed, easement or long term lease (by way of illustration, a lease of ninety-nine (99) years or longer term) or other grant convey to the City the space for such transit station by documents and on terms reasonably required by the City; provided that under such documents the City shall (i) be responsible for loss or injury occurring in such space, (ii) pay all real estate taxes therefor, (iii) pay the costs of heating, air conditioning, insurance (unless the City is self insured for such type or class of risk), utilities, maintenance and all services of operation and ownership for such space and (iv) maintain such space in a good, clean condition consistent with the standard of maintenance in the other Improvements.

(c) Purchaser shall cause pedestrian circulation within the Hotel/Retail Building to connect by doors and passages with the facilities described at (a) and (b) in this Paragraph 5 and the State Street Mall so that pedestrians may

EAT-241-A/Q

enter or leave any of such facilities or mall and walk through the Hotel/Retail Building to the other such facilities or mall, and Purchaser and the City shall enter into a mutual easement and operating agreement establishing rights of access, hours during which access will be permitted, control of pedestrian traffic, security and related matters.

(d) A vehicular passage (the "Service Access") to connect the loading docks serving buildings on the south-half and the northwest quarter (which northwest quarter is herein-after referred to as the "Tremont Site") of Block 36 in the Project area ("Block 36") and possibly the buildings on Block 37 of the Project area ("Block 37") so that there is no loading off of Couch Place or Randolph Street in Block 36 and, possibly, no loading off of the streets surrounding Block 37. As presently contemplated by the City, the Service Access would be located in and connected through the Tremont Site and, if possible and economically feasible, connected through that site through an underground tunnel (the "Tunnel") directly to Lower Wacker Drive below the grade of Lake and Dearborn Streets. The Tunnel could possibly connect to Lower Wacker Drive through the existing tunnel ramp off of Garvey Court. The Tunnel is part of the Service Access as such terms are used in this Agreement. The Prchaser shall make available the sum of one million seven hundred thousand dollars (\$1,700,000) which sum is hereinafter referred to as the "Service Access Payment") to be used in engineering and constructing the Service Access.

EAT-241-A/Q

(i) On or prior to the earlier of the commencement of the construction of the Service Access or January 2, 1986, Purchaser shall deposit in an escrow (pursuant to instructions made by the Purchaser and the City established with a bank or trust company acceptable to the City) cash in the amount of the Service Access Payment or, at the Purchaser's option in lieu of such cash, an irrevocable bank letter of credit in the same amount issued by a Chicago bank acceptable to the City. Such funds or letter of credit shall be held in escrow to pay the obligations of Purchaser pursuant to this subparagraph (d). Until such cash or letter of credit is deposited in such escrow, the City hereby reserves a lien to secure Purchaser's performance under this subparagraph (d). Upon such deposit being made by Purchaser, the City shall release such lien by a recordable written instrument delivered to Purchaser.

(ii) If the Service Access is constructed at the location and in accordance with the schematics approved by Purchaser as provided below in this subparagraph (d), Purchaser's funds shall be disbursed through the escrow referred to in (i) above by means of periodic progress payment, made directly to the architects, engineers, contractors and materialmen for plans and specifications, other engineering and architectural services, labor and materials furnished to build the

EAT-241-A/R

Service Access in accordance with the schematics approved by the Purchaser as provided below at (v). Upon the full disbursement of the Service Access Payment, the balance of the cost of the Service Access shall be provided by funds furnished or made available by the City in a timely manner so as to Complete the Service Access in due course.

(iii) In any event, construction of the Service Access shall not unreasonably disrupt, delay or interfere with the timely construction of the Improvements in accordance with the terms and conditions of this Agreement.

(iv) If within seven (7) years after the date of this Deed, construction of the Service Access is not Completed, any undisbursed part of the Service Access Payment shall be paid over to the Purchaser, and the Purchaser shall have no further obligation under this Agreement concerning the Service Access.

(v) Prior to the funds of the Purchaser being used as provided by (ii) above, the City shall submit to the Purchaser not later than December 31, 1984 schematic drawings of the proposed Service Access for Purchaser's approval, which approval shall not be unreasonably withheld, shall be based upon the criteria described in (vi) below, and shall be granted within forty-five (45) days of receipt of the above mentioned schematics. If Purchaser fails to respond in writing

EAT-241-A/Q

within such forty-five (45) day period either approving or disapproving the proposed schematics as submitted by the City, the Purchaser shall be deemed to have approved such schematics. If Purchaser disapproves the proposed schematics, Purchaser shall set forth in writing its reasons for such disapproval in Purchaser's response given within such forty-five (45) day period.

(vi) The design and location of the Service Access shall be based on the following criteria in the order of priority indicated:

First: no trucks or loading docks served by trucks shall use or be served off of the grade level of Couch Place in Block 36;

Second: if feasible and economically possible the Oliver and the Delaware Buildings in Block 36 shall be served by an underground passage or access tunnel;

Third: if feasible and economically possible, Block 37 shall be served by an underground passage or access tunnel going under Couch Place in Block 36, the south half of Block 36 and Randolph Street north of Block 37;

Fourth: if feasible and economically possible, the service and access referred to at First, Second and/or Third above will connect via the Tunnel to Lower Wacker Drive.

(vii) Notwithstanding the foregoing, if the Service Access reaches grade at Lake Street in the Tremont Site, at least twenty-five percent (25%) of the Service Access Payment will be devoted to enhancing the facade of the structure to be built on the Tremont Site to minimize the visual impact of the portal for

EAT-241-A/Q

the Service Access and relate the facade of such building to its facade on Dearborn Street. For the purposes of this subparagraph (d), if the conditions referred to in this subparagraph (vii) occur, the facade of the building to be built on the Tremont Site shall be considered part of the Service Access.

4. Contribution. As provided below in this Paragraph 5, the Purchaser shall make contributions totaling, in cash or in-kind, a value of two percent (2%) of the Development Costs of the Office Tower which costs shall be determined as described below in this Paragraph 5 and are herein referred to as the "Office Tower Costs."

(a) The funds from any cash portion of the contributions to be made by Purchaser pursuant to this Paragraph 5 shall be held as a fund or added to a fund (the "Fund") to be used only to enhance the total environment of the Project and for no other purpose. The Fund shall be administered and expended by a Commission or Committee of the City or by a not-for-profit corporation, trust or foundation created for such purpose. The City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund shall have sole discretion over the expenditure of any such monies held therein.

(b) On January 2, 1985, the Purchaser shall furnish to the City its good faith estimate of the Office Tower Costs accompanied by a certified check for fifty thousand dollars (\$50,000) payable to the City for the Fund.

EAT-241-A/Q

(c) From time to time thereafter, upon the written advice of the Commissioner confirming to the Purchaser that the City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund has received additional contributions or payments from developers in the Project area other than Purchaser or contributions from other third parties, Purchaser shall "match" such additional funds by paying over to the City or to the not-for-profit corporation, trust or foundation having responsibility for the Fund as the Commissioner directs, a like amount within sixty (60) days of such written advice from the Commissioner; provided however, the total of such cash contributions shall (i) not exceed, in total, the difference between the total contributions required by this Paragraph 5 and the value of the in-kind contributions approved by the Commissioner, (ii) exceed seventy-five thousand dollars (\$75,000) in any one calendar year (except if the contributions to be "matched" are more than such limit, such overage shall be carried forward until paid) or (iii) if not sooner paid, whether "matched" or not "matched", be paid upon Purchaser's request for a Completion Certificate. In no event shall such cash contributions be less than five hundred thousand dollars (\$500,000).

(d) Until the cash portion of the contribution described in this Paragraph 5 has been paid, the City shall have a lien, reserved to it in the Deed, on the Site and Improvements to secure such cash contribution. Upon request of

EAT-241-A/Q

the holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate any portion of such lien in excess of one million eight hundred thousand dollars (\$1,800,000) (as reduced by the amount of such contributions from time to time paid or completed) to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

(e) The "Development Costs of the Office Tower" shall be determined in accordance with the contents of Schedule One attached to the Agreement. Purchaser shall provide a final accounting of such Development Costs certified to by an officer or principal of a member of Purchaser within sixty (60) days after the City issues the Completion Certificate for the Office Tower together with any additional contribution thereby indicated. If such final accounting indicates that the total contribution is less than the estimate paid by Purchaser, the City shall pay to Purchaser any such difference within thirty (30) days of such final accounting. Purchaser shall maintain all records pertaining to such Development Costs for a period of at least three years after the date of the Completion Certificate and shall make such records available to the City, its agents and representatives during business hours for inspection and copying for the purpose of reviewing the computation of such contributions.

(f) Notwithstanding any other provision of this Agreement, the Purchaser's total amount of contributions, cash and in-kind, if any, made pursuant to this Paragraph 5 shall not be less than one million five hundred eighty thousand dollars (\$1,580,000).

EAT-241-A/Q

5. Assignability and Transfer.

(a) Until Completion Certificates are issued, neither Purchaser nor any of its members, partners or shareholders shall assign, transfer or convey all or any of its or their interest in the Purchaser, or assign, lease (except for leases made in the ordinary course of leasing portions of the Site or the Improvements for office, hotel and commercial uses at market rents and on market terms), transfer or convey any of its or their interest in that portion of the Site and Improvements for which a completion certificate has not issued, or any of its or their rights, duties or obligations under this Agreement, (such proposed assignments, leases, transfers and conveyances are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the Commissioner being first obtained. Proposed Transfers also include, but are not limited to, admitting additional partners or permitting shares of stock to be issued to additional shareholders.

(b) So long as after a Proposed Transfer the Purchaser's principals identified on Exhibit "F" attached to the Agreement remain in active management and direct control of the construction and development of the Improvements until the Commissioner may withhold consent to any such Proposed Transfer only if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 12 below from having an interest in Purchaser, the Site or the Improvements or this Agreement, but shall not otherwise withhold consent. In the event that after a Proposed Transfer is consummated, the Purchaser's principals

EAT-241-A/Q

identified on Exhibit "F" attached to the Agreement will not be in active management and direct control of the construction and development of such portion of the Improvements until, or if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site, the Improvements or this Agreement, the Commissioner may withhold his or her consent to such Proposed Transfer in his or her sole discretion.

(c) The Commissioner shall consent or, in writing, specify the reasons for withholding its consent to any Proposed Transfer within ten (10) days after receipt from the Purchaser of documents disclosing the names of the parties interested, directly and indirectly, in such Proposed Transfer and copies of the proposed instruments of assignment, lease, transfer, conveyance, admitting additional partners or issuing shares of stock to new shareholders. Such documents disclosing such names shall be in accordance with and on forms meeting the requirements of the Commissioner. If the Commissioner fails to respond to any request for such consent within such ten (10) day period, such failure shall be deemed a consent to such Proposed Transfer. In the event the Commissioner fails to respond, upon written request of the Purchaser, the Commissioner will give Purchaser a written acknowledgement that it received such a request for a consent and failed to respond thereto.

(d) As used herein, the term "active management and direct control" means that the individual or entity is actively

EAT-241-A/Q

involved in the affairs of the Purchaser, partakes in making substantial decisions and is involved in the over-all supervision of the enterprise; it does not require day-to-day participation in these activities. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Purchaser of its obligations under this Agreement, subject to the limitations of Paragraph 3(b) in the Agreement and all assignees, lessees, transferees and grantees of any interest, direct or indirect, in the Site, the Improvements, the Purchaser or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the Site or Improvements), shall hold such interest in accordance with the terms and provisions of this Agreement. Notwithstanding the provisions of this Paragraph 9, the Purchaser may mortgage the Site and the Improvements as provided by Paragraph 10 below.

(e) At the time of the submission of a Proposal by Purchaser in response to a Request for Proposals advertised by the City beginning November 1, 1982 and the subsequent agreement between the Purchaser and the City dated as of February 18, 1983 entitled Redevelopment Agreement and Contract for the Sale of Land, North Loop, Block 16 (the "Original Redevelopment Agreement"), it was contemplated by the Purchaser that Americana Hotels Corporation, an affiliate of Americana Loop Associates, a partner of the entity constituting the Purchaser, would become the operator of the hotel facility included in the

EAT-241-A/Q

Hotel/Retail Building. In the event that Purchaser shall hereafter advise the Commissioner in writing that Americana Hotels Corporation will not be the operator of such hotel facility, and provided that such advice of Purchaser also certifies that the persons identified in Exhibit "F" attached to the Agreement continue to remain in active management and direct control of the construction and development of the Improvements, Americana Loop Associates, including all partners therein, shall thereupon be fully and forever discharged and released by the City of Chicago of and from all duties, obligations and liability arising under this Agreement, the Original Redevelopment Agreement and all Proposals of Purchaser which are referred to in such Agreement and Original Redevelopment Agreement defined in the Agreement. Such release shall become effective on the condition herein provided without any further action or confirmation thereof by the City of Chicago and whether or not Americana Loop Associates continues thereafter to own an interest in the Purchaser.

6. Barricades. Purchaser shall install a construction barricade of a type, kind and appearance approved by the Commissioner and, until the barricades erected pursuant to this Paragraph 6 are removed with the approval of the Commissioner, the Commissioner shall first approve: (a) the maintenance and appearance requirements therefor, (b) the color scheme and painting requirements thereof and (c) the nature, type, content and design of all signs thereon as proposed by the Purchaser.

ENT-241-A/Q

7. Construction and Approval of Plans and Financing.

Purchaser shall redevelop the Site for use in accordance with the Redevelopment Documents and construct the Improvements thereon and submit plans and evidence of financing therefor all in accordance with the Agreement.

8. Schedule of Construction. Purchaser shall, subject to Permitted Delays, promptly commence and diligently Complete construction of the Improvements on the Site within the periods specified in the Agreement.

9. Limitation Upon Mortgages. Prior to the City giving the Completion Certificate, Purchaser shall not engage in any financing or any other transaction creating any mortgage, other encumbrance (such as, but not limited to, a "sale and lease back") or lien upon or security interest in the Site or the Improvements or upon any property or right included or paid as a Development Cost, or any part thereof, except for the purpose of obtaining funds in an amount not greater than the amount anticipated to be expended for the Development Costs. For the purpose of this Paragraph 10, "Development Costs" shall include the Purchaser's contribution to be made pursuant to Paragraph 7 of the Agreement, liquidated damages pursuant to Paragraph 3 of the Agreement and the "Security Amount" referred to in the Agreement in addition to the other items included in the definition of "Development Costs" on page 2 of the Agreement. No funds disbursed under any such mortgage, other encumbrance, lien or security interest shall be used for any purpose other than Development Costs.

EAT-241-A/Q

10. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of this Deed or the Agreement, the holder of any mortgage permitted by Paragraph 19 of this Deed [including any holder or its nominee who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who is an affiliate of Purchaser and who thereafter obtains title to the Site or such part from or through such holder or (b) any other purchaser at foreclosure sale who is an affiliate of Purchaser] and shall not be personally obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder or nominee; but any such holder or nominee shall have the rights of Purchaser under this Agreement. Nothing in this Paragraph or any other provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any use or occupancy or to construct any improvements thereon, other than the use, occupancy or Improvements provided or permitted in the Redevelopment Documents and this Agreement. Nothing in this Paragraph or in this Agreement shall be construed (i) to impose liability on the assets of any such mortgagee or its successors other than its or their rights, title or interest in the Site or Improvements or (ii) to release the Site or the Improvements

EAT-241-A/Q

from the liens in favor of the City reserved in the Deed unless and until the amounts secured thereby under Paragraph 5 above are fully paid to the City or are otherwise satisfied. As used in Paragraph 10 the term "affiliate of Purchaser" means any person, corporation or other entity controlling, controlled by or under common control with Purchaser.

11. Conflict of Interest - City's Representatives Not Individually Liable. Prior to the City's issuing the Completion Certificate, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, this Deed, the Site, the Improvements or the Purchaser; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to Purchaser, or any successor in interest, to perform any commitment or obligation of the City under this Deed or the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

12. Equal Employment Opportunity. Purchaser agrees that during the construction of the Improvements or performance of other work required by this Deed or the Agreement it shall implement the Affirmative Action/Equal Opportunity/Minority

EAT-241-A/Q

Business Program referred to in Paragraph 17(a) of the Agreement and shall comply with Federal and State of Illinois Equal Employment and Affirmative Action statutes, rules and regulations, including but not limited to the Illinois Human Rights Act and regulations promulgated pursuant thereto.

13. Restrictions on Use. Purchaser agrees that Purchaser shall:

(a) devote the Site and the Improvements to the uses set forth in the Redevelopment Documents for the time specified therein; and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Site or any Improvements located or to be erected thereon, or any part thereof.

14. No Third Party Beneficiaries. The approvals given by the City pursuant to this Deed and the Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Purchaser, the mortgagee or other lien holder permitted by Paragraph 10 above, and their successors in interest in the Site and no other person or party may claim the benefit of such approval or certificate.

15. No Waiver by Delay. Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both

EAT-241-A/Q

parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by a party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

16. Foreclosure of Liens. Any lien reserved or created by this Deed in favor of the City may be foreclosed by the City in accordance with the laws and statutes of the State of Illinois applicable to mortgage foreclosures.

17. Tax Increment Financing

(a) The City and the Purchaser agree:

(i) that for the purposes of this Deed and the Agreement the total minimum assessed value ("Minimum Assessed Value") of the Site and the Hotel/Retail Building and the Office Tower for the several years as noted are shown on Exhibit "H" attached to the Agreement which Exhibit is attached to this Deed and as such is amended from time to time is hereinafter in this Deed referred to as Exhibit "A".

(ii) that the real estate taxes derived from the Site and the Improvements arising from all tax rates of the

EAT-241-A/Q

various taxing districts for the several years as noted are estimated to be as shown in Exhibit "I" attached to the Agreement which Exhibit is attached to this Deed as such is amended from time to time is hereinafter in this Deed referred to as Exhibit "B".

(b) With reference to the assessment of the Development Site or the Improvements or any part thereof, except as provided herein, the Purchaser shall not for any year referred to in Exhibit "A" attached hereto:

(i) apply for, seek, or authorize any exemption from the imposition or paying of any or all real property taxes, without first obtaining the prior written approval of the City.

(ii) directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit "A" attached hereto.

(iii) apply for, seek, or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and the Purchaser does hereby consent to the City's appearance, and shall provide to the City a reasonable opportunity to appear before any administrative and/or judicial body to contest or defend the assessed value against any such application or attempt to reduce such assessed value.

In the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in

FAT-241-A/Q

effect for 1984 and future years would produce real estate taxes for the Site and Improvements for any year in excess of taxes set forth in Exhibit "B" attached hereto, the Purchaser may seek to lower the assessed values indicated in Exhibit "A" attached hereto or rates or equalization factors reflected in Exhibit "B" attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Improvements for such year below those specified in Exhibit "B" attached hereto. Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable generally or to the entire Project, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Purchaser shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

(c) The foregoing covenants (i) through (iii) in Paragraph 18(b) above shall be construed and interpreted as an express agreement between the Purchaser and the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and Improvements. This Agreement may be used by the City, in the City's discretion, as admission against the Purchaser's interest in any proceeding.

18. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default by the

EAT-241-A/Q

Purchaser under this Deed or the Agreement, the holder of any mortgage or other instrument creating a security interest lien on the Site or the Improvements or a part thereof

(i) has under its mortgage or other instrument, but does not exercise, the option to construct or complete the Improvements relating to the Improvement or part thereof covered by its mortgage or other instrument or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been given written notice of such default by the City; or

(ii) undertakes the completion of the Improvements but does not Complete such construction within a six (6) month period following the date for such Completion provided in this Agreement, and such default shall not have been cured within sixty (60) days after written notice thereof to such holder from the City so to do,

the City shall (and every mortgage or other instrument made prior to completion of the Improvements or any part thereof shall expressly so provide) have the option of paying to the holder of such mortgage or other instrument the amount secured by such mortgage or other instrument and obtain an assignment of the mortgage or other instrument and the debt secured thereby, or, in the event ownership of the Site or Improvements (or part thereof) has vested in such holder by way of foreclosure or action or deed in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Site or Improvements or part thereof (as the case may be) upon payment to such

EAT-241-A/Q

holder of the amount secured by such mortgage or other instrument together with costs and interest at market rates if such mortgage or other instrument has been foreclosed and interest under the mortgage documents has stopped accruing.

19. City's Option to Cure Mortgage Default. In the event of a default by the Purchaser under any mortgage or other instrument creating an encumbrance or lien upon the Site or the Improvements or a part thereof, the City may at its option, exercised by written notice within thirty (30) days after the holder of such mortgage has given written notice of default, cure such default by entering the Site and performing the necessary construction work or paying the sum then due; in either case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Deed or the Agreement, operation of law or otherwise, to reimbursement from the Purchaser of all costs and expenses incurred by the City in curing such default and shall have a lien upon the Site or the Improvements for such reimbursement: Provided, that any such lien of the City shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Site or Improvements authorized by this Deed and the Agreement.

20. Payment of Taxes.

(a) During the term of any "construction loan" secured by a mortgage or other lien permitted by Paragraph 10

EAT-241-A/Q

above, the Purchaser (i) shall arrange to have reserved with the holder of such mortgage or other lien a sum sufficient to pay the amount of taxes described in Exhibit "B" attached hereto accruing during such term and (ii) provide to the City such mortgagee's or lien holder's written commitment, in form and content satisfactory to the Commissioner, to use such reserved sum for the payment of the taxes indicated in this Paragraph 21(a). As used herein the term "construction loan" refers to a loan the proceeds of which are disbursed to pay the costs of construction as work is finished and payment therefor is made.

(b) From the end of the term of such "construction loan" through the end of the third calendar year after Completion of the Improvements, Purchaser shall maintain each year a cash deposit or letter of credit (from a bank satisfactory to the Commissioner) in the amount of the taxes for such year shown in Exhibit "B" attached hereto; provided however, during such period if the members of Purchaser have a combined net worth in excess of five (5) times such taxes, the Purchaser shall not be required to maintain such deposit or letter of credit with the City. For any year that Purchaser is desirous of avoiding maintaining such deposit or letter of credit, Purchaser shall provide to the Commissioner prior to January 1 of such year financial statements of the members of Purchaser, signed by the party furnishing such and prepared in accordance with generally accepted accounting principles. For purposes of this subparagraph (b), the term "net worth" as used in this

EAT-241-A/Q

Subparagraph (b) shall mean, as of the date of determination, the excess of the total assets of Purchaser over the total liabilities of Purchaser, determined in accordance with generally accepted accounting principles, excluding, however, from the determination of the total assets of Purchaser all assets which could be treated as intangible assets under generally accepted accounting principles (including, without limitation, all patents, licenses, trade names, trademarks, copyrights, good will, deferred charges, unamortized debt discount and expenses, organizational expenses, and experimental and development expenses).

(c) In the event that Purchaser defaults in the payment of taxes for the years shown in Exhibit "B" hereto or defaults under the terms of any mortgage or other instrument creating a security interest lien on the Site or the Improvements or a part thereof, and such default is not cured, Purchaser shall deposit with the City from year to year the amount of the taxes required by such Exhibit due for such year on or before January 2 of the year during which such taxes are due.

21. Performance Bonds. The Purchaser shall require in all construction contracts for the Improvements that the contractors and subcontractors be bonded for their performance and payment by sureties having a AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee if upon enforcement of such bond, the City assumes the obligations thereby imposed. The City shall waive the requirement

EAT-241-A/Q

for such bond for any contractor or subcontractor for which the City receives from the Development Officer of Urban Investment & Development Co. responsible for the development and construction of the Improvements written certification in form and content satisfactory to the Commissioner that in such officer's opinion, the requirement of a bond for such contractor or subcontractor is not necessary because of the credit worthiness, history of performance, size of the contract or subcontract or other reason therefor which, in each case, shall be stated in such certification. With such certification, so long as the Purchaser does not receive such a bond or so long as a lender to Purchaser does not require such a bond, the requirement therefor under this Agreement shall be deemed waived.

22. Contingent Paragraphs. Notwithstanding the terms of Paragraphs 18, 19, 20, 21 and 22 above, such provisions shall not be applicable to the transaction contemplated by this Deed or the Agreement or enforceable against the Purchaser in the event the City does not enact a tax increment financing plan referred to in Recitals I and J above affecting the Site and the Improvements.

23. Covenants: Binding Upon Successors In Interest: Period of Duration. It is intended and agreed that the liens, terms, conditions and covenants provided in Paragraphs 2 through 22 are covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns,

INT-241-A/Q

and any successor in interest to the Site, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project area which is subject to the land use requirements and restrictions of the Redevelopment Documents.

24. Consents and Approvals: The City will not unreasonably withhold any consent of approval requested by the Purchaser pursuant to the terms of this Deed and that any such consent or approval will not be unreasonably delayed or qualified.

25. Recording of Completion Certificate: Pursuant to Paragraph 11 of the Agreement, at Completion of portions of the Improvements in accordance with the Agreement on the conditions as provided in the Agreement, the City shall furnish Purchaser with an appropriate instrument certifying that the Improvements meeting such requirements have been Completed and the other obligations of the Purchaser to be performed prior to such certification are satisfied. Such certificates are referred to in this Deed and the Agreement as the "Completion Certificates." Upon recording of a Completion Certificate, except as expressly stated therein to the contrary, the liens, terms, conditions and covenants of this Deed set forth in Paragraphs 2 through 12, both included, and 16, 17 and 19 above, for the portion of the Improvements covered by such certificate shall be considered and deemed satisfied, terminated, released and otherwise ended and of no force or effect after such recording.

EAT-241-A/Q

[26. The City reserves a lien to secure payment of one million seven hundred thousand dollars (\$1,700,000) due on January 2, 1985 by reason of its election made pursuant to Paragraph 5(d) of the Agreement. Such lien, unless the amount due is paid, may be foreclosed by the City as provided for the other liens reserved by the City in this Deed.]

[THIS PARAGRAPH WILL BE INCLUDED ONLY IF THE CITY MAKES THE ELECTION DESCRIBED.]

IN WITNESS WHEREOF, the City of Chicago has executed
executed this Deed, all as of the date first written above.

City of Chicago

By: _____
Harold Washington, Mayor

[City Seal]

Attest:

City Clerk

EAT-241-A/Q

State of Illinois)
) ss.
County of Cook)

Acknowledgement for the City of Chicago

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the Mayor of the City of Chicago, and _____ personally known to me to be the Clerk of that city, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and such Clerk, they signed and delivered the above instrument and caused the seal of such city to be affixed thereto, pursuant to authority given by the City Council of that city as their free and voluntary act, and as the free and voluntary act and deed of such city for the uses and purposes therein set forth.

Given under my hand and seal, this ____ day of _____
19__.

Commission expires
_____ 19__

Notary Public

P. 318

EAT-241-A/Q

EXHIBIT "C"

[To be provided by Purchaser]

EAT-241-A/Q

EXHIBIT "D"

DESCRIPTION OF PROPOSED DEVELOPER CONTRIBUTION

The Developer Contribution required pursuant to Paragraph 7 of the Agreement may consist of the cash and "in-kind" contributions described below:

1. The Purchaser urges the City to use the cash payments required by Paragraphs 7(b) and 7(c) of the Agreement for the specific purpose of enhancing cultural and entertainment activities in the Project area. In addition, the Purchaser urges the City to cause the formation of a not-for-profit or limited dividend corporation or to designate a City Commission for the purpose of promoting cultural and entertainment facilities and programs in the Downtown area. Such corporation or Commission should be established to receive tax-free contributions and grants for such purposes from interested citizens and entities as well as the Developer Contributions from the Purchaser and other developers of the Project.

2. The Purchaser may allocate a portion of the total Developer Contribution for the purpose of implementing an Affirmative Action Program for the proposed development. The scope of this allocation would be determined after a plan for the implementation of the Affirmative Action Program has been defined in a separate document proposal by the Purchaser and approved by the Commissioner. It is contemplated that the major portion of the allocation described in this Paragraph would consist of "in-kind" services, such as special staffing,

EAT-241-A/Q

site offices and operating costs. Matching grants to selected public and private agencies may be included as part of this contribution to defray added costs that may be incurred by such agencies under the approved Affirmative Action Plan.

3. The Purchaser's environmental "in-kind" contribution by facilitating planning programs to improve and beautify the "EL" structure and related facilities in the vicinity of the Site and the proposed Improvements. Under this contribution, the Purchaser would fund preparation of conceptual plans for the "EL" between the east side of State Street right-of-way and the west side of the Dearborn Street right-of-way, and the Purchaser may also help defray selected capital costs pertaining to beautification recommended in such plan.

4. If, on approval of the Commissioner, the Purchaser proposes that the pedestrian bridge connecting the Improvements with the building to be constructed on Block 17 is implemented in the form of a structure the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street, a portion of Purchaser's contribution may be allocated to help defray that portion of the cost of such bridge which exceeds the cost which Purchaser is required to contribute under the provisions of the RFP and Paragraph 5(a) of the Agreement.

EAT-241-A/Q

EXHIBIT "E"

Description of Purchaser's Revised Proposal

1. Amended Proposal to Purchase Land For Private Development dated December 13, 1984 with exhibits, schedules, statements and information attached thereto including, Financial Information, Qualifications, Ownership Disclosure, Non-Collusion Affidavit, Narrative Description, Illustrative Documentation, Commitment re Contribution, Time Table, Financial Capability and Commitment re: Affirmative Action.
2. A letter dated February 14, 1984 addressed to the City of Chicago signed by Eugene Golub on behalf of the Purchaser.

EAT-241-A/Q

EXHIBIT "F"

In the case of Libra Partners, either Mr. Eugene Golub or Mr. Van L. Pell or an entity controlled by either or both of them.

In the case of Urban Investment and Development Co., a corporation, either that corporation or one or more of its affiliates, an affiliate being a person controlling, controlled by or under common control with such corporation.

EAT-241-A/Q

EXHIBIT "G"

DESIGN CRITERIA FOR
AFFIRMATIVE ACTION PROGRAM

The Purchaser agrees to establish, maintain and implement a continuing Affirmative Action Program (the "Program") designed to promote equal opportunity in every aspect of employment and procurement of goods and services. The Affirmative Action Program shall include the following elements:

1. Policy Statement. Purchaser's commitment regarding equal employment opportunity and minority business enterprise utilization shall be expressed in a policy statement to be included in all contracts for construction of the Development and circulated to minority, female and non-minority community and business organizations. The statement shall provide as follows:

Policy. Purchaser is committed to providing maximum opportunity for minorities and females in its Development Project. Neither Purchaser nor its contractors shall discriminate on the basis of race, color, religion, sex, age, handicap, special veteran status or national origin in any aspect of employment of the award and performance of contracts to be utilized for the Development Project. Furthermore, affirmative action will be taken, consistent with sound business policies and applicable law, to ensure that females, minorities and minority-owned business are afforded a fair and representative opportunity to participate in Purchaser's Development Project.

2. Designation of Personnel. Purchaser shall designate an Affirmative Action liaison officer and adequate staff to administer the Affirmative Action Program. The Program shall identify the initial liaison officer and describe the authority, responsibility and duties of such officer and support staff.

EAT-241-A/Q

3. Employment During Construction Period. The Purchaser believes, based on experience in other major cities, that employment percentage goals should be established that are achievable under prevailing conditions of the local labor market. The Purchaser also recognizes the importance of establishing goals which are higher than the prevailing levels of minority and female employment.

Toward implementation of this aspect of the Affirmative Action Plan, the Purchaser has proposed in Exhibit "D" attached to the Agreement to set aside a portion of its "in-kind developer's contribution". Such contributions could be used, among other ways, to initiate an apprenticeship training program for minorities and females, in cooperation with City agencies, local trade unions, and representatives of the building industry.

The capacity of the Chicago area to furnish the labor input for an expanded Affirmative Action Program will be researched and documented. It is the Purchaser's intent to participate in such research as part of establishing a detailed Program.

4. On-Going Employment for Operation of Facilities. The Purchaser will establish minority and female employment goals for City approval before hiring commences for the operation of its completed facilities, i.e., building management and maintenance.

The Purchaser will advise the City of Chicago Office of Employment and Training of job openings, under a "First Source Agreement," prior to advising other employment resources

EAT-241-A/Q

and Purchaser shall consider the persons referred by such City office within the time limits provided under such agreement.

5. Women's/Minority Business Enterprise. The formulation of an achievable plan and goals for utilization of Women's/Minority Business Enterprises in the Development is considered to be a critical element in the Purchaser's Affirmative Action Program. The Purchaser is committed to establishing the highest attainable standards in order to meet the City's objectives in this area. In this regard, the following techniques will be employed:

(a) The Purchaser will request input from women's/minority business enterprise assistance agencies, as well as the appropriate City agencies, in setting Women's/Minority Business Enterprise goals as part of its detailed Program.

(b) The Purchaser will establish goals for Women's/Minority Business Enterprise firms as a percentage of the retail tenant gross leaseable area in the Development.

(c) The Purchaser will require that the prospective hotel operator formulate and adopt an Affirmative Action Program, including goals for the purchase of services and supplies from Women's/Minority Business Enterprise firms.

(d) In formulating the goals for this aspect of the Affirmative Action Program, the Purchaser will look to the standards and experiences of governmental agencies and private enterprises in the Chicago area.

6. Linked Developments. The Purchaser will cooperate with the City of Chicago in establishing programs that

EAT-241-A/R

provide assistance and advice in the areas of leasing, planning, marketing and the establishment of model affirmative action programs to neighborhood-based projects. Under the Affirmative Action Plan, the Purchaser will commit to consider investment in or join venturing of neighborhood projects but only if any such project meet the Purchaser's criteria for investment or joint ventures in the Purchaser's sole judgment and discretion.

7. Affirmative Action Procedures. The Purchaser will implement specific procedures to assure achievement of its minority and female employment and Women's/Minority Business Enterprise firms utilization goals.

(a) Previous Affirmative Action experience will be a consideration in the evaluation of contract bidder's proposals for construction contracts. Prospective contractors will be asked to address the subject of Affirmative Action in a positive manner. Each bidder will be encouraged to analyze and establish methods of achieving maximum results.

(b) The Purchaser will include specific provisions in all of its construction bid documents to secure the compliance of contractors, subcontractors and suppliers.

(c) With the assistance of the City, the Purchaser will develop and maintain a list of minority and female business assistance agencies and contractor associations for the purpose of providing timely notice of the intent to let contracts for construction or provision of services in the Development.

(d) The Purchaser will develop a program aimed at increasing the percentage of City residents employed on a temporary or on-going basis in the Development.

PAT-241-A/Q

8. Definitions. As a part of the Affirmative Action Program, the Purchaser and the City will devise mutually acceptable definitions of certain terms used in the Program. Such definitions will seek to provide means of measurement or other objective standards to determine how Program goals are being met.

9. Maintenance of Records and Reports. The Purchaser will maintain records concerning the following:

(a) Identity of firms and dollar amount of contracts awarded to Women's/Minority Business Enterprise firms.

(b) Identity of and area computations for women/minority-owned businesses holding leases in the retail portion of the Development.

(c) Percentage statistics for minorities, females and Chicago residents employed in the construction of the Development and, similarly, percentage statistics pertaining to permanent employment in the operation of completed facilities.

EAT-241-A/Q

EXHIBIT "H"
ASSESSMENT LEVELS

Tax Year*	Minimum Assessed Value (After Equalization)
1985	\$ 7,060,951
1986	7,060,951
1987	7,060,951
1988	15,079,165
1989	28,091,547
1990	48,158,405
1991	55,941,983
1992	65,132,099
1993	67,737,383
1994	70,446,879
1995	73,264,754
1996	76,195,344
1997	79,243,158
1998	82,412,883
1999	85,709,399
2000	89,137,776
2001	92,703,287
2002	96,411,418
2003	100,267,874
2004	104,278,589
2005	108,449,732
2006	112,787,721
2007	117,399,231

This Exhibit is subject to adjustment made as provided in Exhibit "I" to this Agreement. The Minimum Assessed Values shown are the values determined by multiplying the assessed values determined by the Cook County Assessor as adjusted by the Cook County Board of Appeals by the equalization factor established by the State of Illinois.

* The tax year is the year in which the assessment is applicable and taxes accrue. The taxes for any particular year are payable in the following year; hence, 1984 taxes are payable in 1985, and the taxes for the Minimum Assessed Value shown for 1984 would be paid in 1985.

EAT-241-A/Q

EXHIBIT "I"

FUTURE TAXES

Tax Year*	Key Event	Tax Amount
1985	Construction of Hotel/Retail Building. Begins in First Quarter.	\$ 709,837
1986		709,837
1987	Hotel/Retail Building completed in Third Quarter; Office Tower construction beginning no later than Third Quarter.	709,837
1988		1,515,908
1989	Office Tower completed in Second Quarter.	2,824,043
1990		4,841,364
1991		5,623,847
1992		6,547,731
1993		6,809,639
1994		7,082,025
1995		7,365,306
1996		7,659,918
1997		7,966,315
1998		8,284,967
1999		8,616,366
2000		8,961,021
2001		9,319,461
2002		9,692,240
2003		10,079,929
2004		10,483,127
2005		10,902,452
2006		11,338,550
2007		11,792,092

EAT-241-A/Q

This Exhibit is subject to the following:

- * The tax year is the year in which the taxes accrue.

The taxes for any particular year are payable in the following year; hence, the 1984 taxes are payable in 1985.

A. This Exhibit was prepared on the following assumptions:

1. Number of Hotel Rooms 690
2. Gross Square Feet of Retail Space 200,000
3. Gross Square Feet of Office Space 560,000
4. The hotel will be fully assessed during the fifth (5th) full year after Completion thereof, and the Completion will occur during the last third of the calendar year; hence, there will be no assessment of the hotel improvements for that year. Between the year in which Completion occurs and the year during which full assessment occurs, the hotel will be assessed as follows:

1st year	50% of full assessment
2nd year	70% of full assessment
3rd year	80% of full assessment
4th year	90% of full assessment
5. That the retail space will be fully assessed during the third (3rd) full year after Completion thereof, and the Completion will occur during the last third of the calendar year; hence there will be no assessment of the retail improvements for that year. Between the year in which retail space is Completed and the year during which full assessment occurs, the retail space will be assessed as follows:

1st year	50% of full assessment
2nd year	75% of full assessment

EAT-241-A/Q

6. That the office space will be fully assessed during the fourth (4th) full year after Completion thereof, and the Completion will occur during the last third; hence there will be no assessment of the office improvements for that year. Between the year in which it is Completed and the year during which it realizes Stabilized Occupancy, the Office space would be assessed as follows:

1st year	20% of full assessment
2nd year	70% of full assessment
3rd year	85% of full assessment

B. The following tax dollars per unit were used in calculating the taxes for each year shown in the column headed "Tax Amount":

Per Gross Square Foot of Retail and Office Space	\$4.00 per square escalated at 4% per year from 1982
Per Hotel Room	\$2,300 escalated at 4% per year from 1982

C. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Hotel/Retail Building, the City and Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "H" to this Agreement making appropriate increases in the Tax Amount shown in this Exhibit "I" and in the Assessment shown in such Exhibit "H" pro rata to any increase in the number of Hotel Rooms and/or the gross square feet of retail space shown in the proposed Schematics for the Hotel/Retail Building.

D. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Office Tower, the City and

EAT-241-A/Q

the Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "H" to this Agreement making appropriate increases in the Tax Amount shown in this Exhibit "I" and the Assessment shown in such Exhibit "H" pro rata to any increase in the gross square feet of office space shown in the proposed schematics for the Office Tower.

E. In the event a "Key Event" identified above in this Exhibit "I" or a subsequent related event is delayed by reason of a Permitted Delay and notice thereof is given pursuant to the Agreement, the City and the Purchaser shall execute an amendment to this Exhibit "I" and Exhibit "H" to this Agreement making adjustments to the taxes and assessments as appropriate to reflect the Permitted Delay suffered. The effect of such adjustments shall be to defer the applicable amount of such taxes and assessments into a subsequent tax year or period according to the duration of such delay.

(Continued from page 7573)

WHEREAS, The Redevelopment Plan and Redevelopment Project sets forth the conditions in the proposed Redevelopment Project Area qualifying the area as a "blighted area" and the City Council has reviewed testimony concerning said conditions presented at the public hearing and is generally informed of the conditions causing the proposed Redevelopment Project Area to qualify as a blighted area as said term "blighted area" is used in the Act; and

WHEREAS, The City Council has reviewed the conditions pertaining to lack of private investment in the proposed Redevelopment Project Area to determine whether private development would take place in the proposed Redevelopment Project Area as a whole without the adoption of the proposed Redevelopment Plan; and

WHEREAS, The City Council has reviewed the conditions pertaining to real property in the proposed Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Project Area would be substantially benefited by the proposed Redevelopment Project improvements; now, therefore,

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

SECTION 1. The City Council of Chicago hereby makes the following findings:

a. The area constituting the proposed Redevelopment Project Area of the City of Chicago, Illinois is described as set forth in the attached Exhibit "A".

b. There exist conditions which cause the area proposed to be designated as a Redevelopment Project Area to be classified as a "blighted area" as defined in section 11-74.43(a) of the Act.

c. The proposed Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.

d. The Redevelopment Plan and Redevelopment Project conform to the comprehensive plan for the development of the municipality as a whole.

e. The parcels of real property in the proposed Redevelopment Project Area are contiguous and those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed Redevelopment Project improvements are included in the proposed Redevelopment Project Area.

f. The estimated date for final completion of the Redevelopment Project is March 1, 2007.

g. The estimated date for retirement of obligations incurred to finance Redevelopment Project costs is not later than March 1, 2007.

SECTION 2. The Redevelopment Plan and Redevelopment Project which were the subject matter of the hearing held March 20 and 21, 1984, and as has been amended, is hereby adopted and approved. A copy of the Redevelopment Plan and Redevelopment Project, as revised, marked Exhibit "B" is attached to and made a part of this ordinance.

SECTION 3. The Corporation Counsel is authorized to negotiate for the acquisition of parcels contained within the Redevelopment Project Area. In the event he is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire said property; nothing herein shall be in derogation of any prior authority.

SECTION 4. This ordinance shall be in full force and effect upon its passage.

[Exhibits A and B printed on pages 7682 thru
7714 of this Journal.]

EXHIBIT A
LEGAL DESCRIPTION OF NORTH LOOP TAX INCREMENT
REDEVELOPMENT PROJECT AREA

A tract of land consisting of Lots and Blocks or parts thereof and streets and alleys of Blocks 16, 17, 18, 35, 36, 37 and 58 in the Original Town of Chicago in the East part of the S.E. 1/4 of Section 9 Township 39 North, Range 14 and part of Blocks 8 and 9 in the Fort Dearborn Addition to Chicago in the S.W. Fractional 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in the City of Chicago, County of Cook, State of Illinois and;

Bounded as follows: Beginning at the intersection of the south line of West Lake Street and the west line of North LaSalle Street; thence North along the west line of North LaSalle Street to the north line extended west of West Haddock Place; thence east along said line to the west line of North Clark Street; thence north along said west line to the northerly line of West Wacker Drive as said northerly line was established by Ordinance passed by the City Council of the City of Chicago on December 15, 1919; thence east along said northerly line of West Wacker Drive to the east line of North State Street; thence south along said east line to the north line of Haddock Place; thence east along said line to the east line of Lot 28 extended north of Block 8 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 28 as aforesaid to the north line of East Lake Street; thence east along said north line to the east line of Lot 10 extended north of Block 9 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 10 as aforesaid to the north line of East Benton Place; thence east along said north line to east line of North Wabash Avenue; thence south along said line to the south line of East Randolph Street; thence west along said south line to the east line of North State Street; thence south along said east line to the south line extended east of Lot 1 of Assessor's Re-Subdivision of Lots One to Five in Block 58 in Assessor's Division of Original Town of Chicago as aforesaid; thence west along said extended line to the west line of said Lot 1; thence north along said line to the south line of West Washington Street; thence west along said south line to the west line of North Dearborn Street; thence north along said west line to the south line of West Randolph Street; thence west along said south line to the west line of North Clark Street; thence north along said west line to the south line of West Lake Street; thence west along said south line to the place of beginning.

I.
INTRODUCTION

The City of Chicago is recognized throughout the world as the urban center of America's heartland, serving as a focal point of commerce, industry, finance, culture and education. It is also known for its neighborhoods and its diversity of nationalities, races and religions, as well as its economic wealth and vitality.

One of the most well-known symbols of Chicago's historic prominence and prosperity is the "Loop," an area circumscribed on four sides by an elevated commuter rail facility known simply in Chicago and elsewhere as the "el." The "Loop" is the heart of Chicago's Central Business District.

While much of the "Loop" area continues to thrive, the north central portion, known as the North Loop, has declined. Age, obsolescence, decay and other blighting factors now characterize this once important area. To date, private investment has not occurred to any major extent in any block in the North Loop except those in which the City has made a substantial investment of public funds. Development through investment by private enterprise cannot be anticipated to occur without the substantial investment of additional public funds in accordance with a City redevelopment plan.

The City has been provided with a vehicle enabling it to raise public funds to utilize in redevelopment efforts. This is the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois (hereinafter referred to as the "Act"). This Act became effective in 1977. It provides a means for municipalities, after the approval of a "Redevelopment Plan and Project," to redevelop blighted areas when these areas are then designated "Redevelopment Project Areas" by using new tax revenues generated by redevelopment for public redevelopment project costs. Since these costs are paid for by revenues derived from the increase in value of redeveloped properties, no additional tax burden is placed on any taxpayer other than the owners of redeveloped properties which have increased in fair market value. This method of raising funds is called tax increment financing.

After a blighted area is designated as a Redevelopment Project Area and tax increment financing is adopted, all taxing districts continue to receive the tax revenue they received prior to redevelopment from real property in the area. The new tax revenue generated by the application of tax rates to the increase in assessed values due to redevelopment is described as tax increment revenue. As soon as more tax increment revenue is received than is necessary to pay for redevelopment project costs and principal and interest on obligations issued to pay for such costs, the excess revenue is distributed to taxing districts which have real property in the redevelopment project area. Thus, all taxing districts are the beneficiaries of the redevelopment. The increase in the downtown tax base also helps to minimize the real property tax burden on the homeowners in the neighborhoods.

The City has initiated positive action to bring about the redevelopment of the North Loop. In 1979 the City Council authorized a North Loop redevelopment project. In 1981 the City issued \$55,000,000 of general obligation bond anticipation notes to pay for redevelopment project costs prior to the final adoption of a redevelopment project area as defined in the Act. In 1982 the City issued \$65,000,000 of general obligation bonds to pay the principal of and the final interest payment on the bond anticipation notes, and in order to finance such redevelopment project costs.

This North Loop Tax Increment Area Redevelopment Plan and Project (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. This Redevelopment Plan describes the activities which have previously taken place in the North Loop in anticipation of the adoption of a redevelopment plan. It is a guide to all proposed public and private actions in the North Loop.

In addition to describing the objectives of the North Loop redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project."

This Redevelopment Plan also specifically describes a North Loop Tax Increment Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") within the North Loop which meets the eligibility requirements of the Act. The Redevelopment Project Area is to include five full blocks and parts of four other blocks. Its boundaries are described in Section II of this Redevelopment Plan and shown on the Boundary Map, Exhibit 1. After its approval of the Redevelopment Plan and Project, the City Council then formally designates the Redevelopment Project Area.

The purpose of this Redevelopment Plan is to ensure that new development occurs:

1. On a coordinated rather than on a piecemeal basis to ensure that the land-use, pedestrianway, access, circulation, parking, service and urban design systems will functionally come together, meeting modern-day principles and standards.
2. On a reasonably comprehensive and integrated basis to ensure that blight and blighting factors are eliminated.
3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

Many of the existing office buildings within the Redevelopment Project Area have inefficient floor layouts, much deferred maintenance and high vacancy rates. There has been a general decline in quality of merchandising in the area and marginal space uses have increased. A large proportion of the land area is taken up by parking lots and garages. All of this has resulted in a reduction in the amount of real estate tax revenue and the number of jobs that should be expected in this downtown location.

The Redevelopment Project Area is not perceived as an attractive or safe area, particularly after office hours. State Street retail sales volumes and the quality of merchandise have fallen, and entertainment and cultural

facilities and programming have severely deteriorated. Major improvements are mandatory to reverse these trends.

Notwithstanding the lack of growth in retail sales and activity along State Street and the current decline of entertainment activities, the North Loop retains a number of assets and advantages. State Street remains unique in its concentration of retail activities and facilities. It offers an extraordinary opportunity for public-private partnership in renewal, redevelopment and conservation.

In addition to North State Street, there are a number of other nearby commercial areas of significance which bear on the future of the North Loop: the extended office uses to the south along LaSalle, Clark and Dearborn; the newer development, including residential uses, to the north of the Redevelopment Project Area along the main branch of the Chicago River; and the Illinois Center development area to the east of Michigan Avenue, south of the Chicago River.

The City of Chicago has long recognized that revitalization of the North Loop is critical to the overall strength and long-term viability of the Central Business District. The North Loop has been studied as a potential renewal area for more than a decade. It was identified in 1973 in the Chicago 21 Plan as a part of the Central Business District in which major redevelopment could and should be initiated. In 1973 a North Loop Renewal Study Area was established. The North Loop Redevelopment Project was designated by both the Commercial District Development Commission and the Chicago City Council as a Blighted Commercial Area under Chapter 15.1 of the Municipal Code of Chicago in March, 1979; a redevelopment plan for the project was approved at the same time and amended in October, 1982. The North Loop Guidelines for Conservation and Redevelopment was published by the Commercial District Development Commission in March, 1981. The report established the basis for detailed parcel development plans in the project area, and included goals, objectives and guidelines for conservation, preservation, space use, circulation, densities and space allocation. Following public hearings, the Chicago Plan Commission adopted resolutions approving amendments to the Guidelines in May, 1981. The City Council then considered and adopted an Ordinance approving the Guidelines in October, 1981. Again following public hearings, the City Council considered and adopted an ordinance on October 27, 1982, approving further amendments to the North Loop Guidelines.

Redevelopment of the Redevelopment Project Area is one of the largest projects of its kind in the United States, and it presents challenges and opportunities commensurate with its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. None of the planning and renewal studies to date have been capable of stimulating this comprehensive and coordinated public and private effort. In addition, the Redevelopment Project Area as a whole has not been subject to growth and development by private enterprise. The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of the Redevelopment Project Area -- an area which is not anticipated to develop without the adoption of this Redevelopment Plan. By means of public investment, the area will become a stable environment that will again attract private investment. Public investment will set the stage for the rebuilding of the area with private capital.

Public and private investment is possible only if tax increment financing is used pursuant to the terms of the Act. The revenue generated by the development will play a decisive role in encouraging private development. Conditions of blight that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan, the City of Chicago will serve as the central force for marshalling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, implementation of this Redevelopment Plan will benefit the City, its neighborhoods and all the taxing districts which encompass the North Loop in the form of a significantly expanded tax base, employment opportunities and a wide range of other benefits.

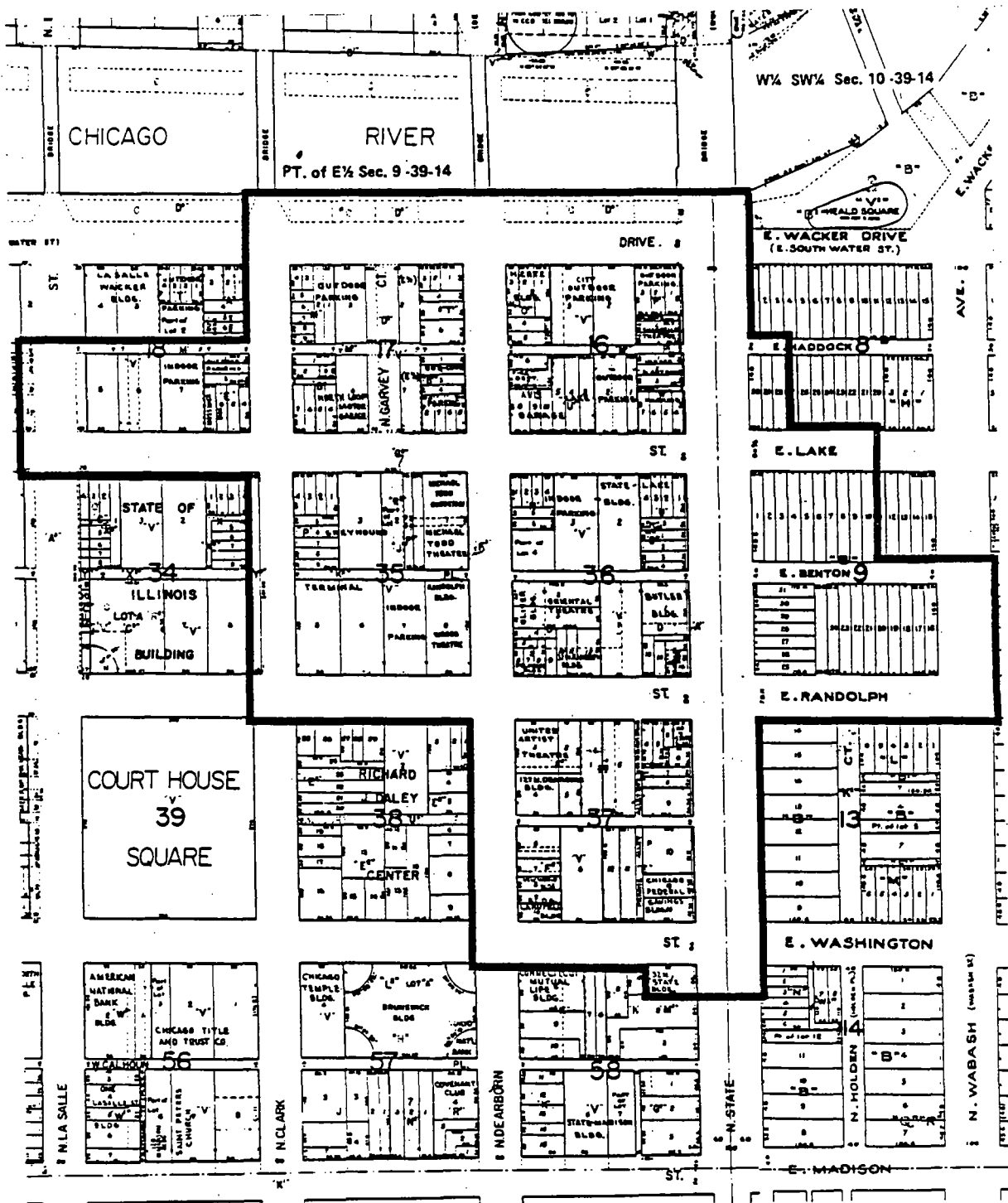
II.

REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

Boundaries of the North Loop Tax Increment Redevelopment Project Area are shown on the Boundary Map, Exhibit 1. The legal description of the Redevelopment Project Area is as follows:

A tract of land consisting of Lots and Blocks or parts thereof and streets and alleys of Blocks 16, 17, 35, 36, 37 and 58 in the Original Town of Chicago in the East part of the S.E. 1/4 of Section 9 Township 39 North, Range 14 and part of Blocks 8 and 9 in the Fort Dearborn Addition to Chicago in the S.W. Fractional 1/4 of Section 10, Township North, Range 14 East of the Third Principal Meridian, in the City of Chicago, County of Cook, State of Illinois and;

Bounded as follows: Beginning at the intersection of the south line of West Lake Street and the west line of North LaSalle Street; thence North along the west line of North LaSalle Street to the north line extended west of West Haddock Place; thence east along said line to the west line of North Clark Street; thence north along said west line to the northerly line of West Wacker Drive as said northerly line was established by Ordinance passed by the City Council of the City of Chicago on December 15, 1919; thence east along said northerly line of West Wacker Drive to the east line of North State Street; thence south along said east line to the north line of Haddock Place; thence east along said line to the east line of Lot 28 extended north of Block 8 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 28 as aforesaid to the north line of East Lake Street; thence east along said north line to the east line of Lot 10 extended north of Block 9 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 10 as aforesaid to the north line of East Benton Place; thence east along said north line to the east line of North Wabash Avenue; thence south along said line to the south line of East Randolph Street; thence west along said south line to the east line of North State Street; thence south along said east line to the south line extended east of Lot 1 of Assessor's Re-Subdivision of Lots One to Five in Block 58 in Assessor's Division of Original Town of Chicago as aforesaid; thence west along said extended line to the west line of said Lot 1; thence north along said line to the south line of West Washington Street; thence west along said south line to the west line of North Dearborn Street; thence north along said west line to the south line of West Randolph Street; thence west along said south line to the west line of North Clark Street; thence north along said west line to the south line of West Lake Street; thence west along said south line to the place of beginning.



BOUNDARY MAP
NORTH LOOP REDEVELOPMENT
PROJECT AREA
DEPARTMENT OF PLANNING
CITY OF CHICAGO
JANUARY 1984

EXHIBIT 1, TO THE
NORTH LOOP TAX INCREMENT
AREA REDEVELOPMENT PLAN
AND PROJECT

PROJECT BOUNDARY

100 50 0 100
SCALE IN FEET

III.
REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

Since Chicago's beginning, citizen initiative and governmental involvement have combined to address the problems of urban growth and development. The North Loop has been studied as a potential renewal area for more than a decade. It was identified in 1973 in the Chicago 21 Plan as a part of the Central Business District in which major redevelopment could and should be initiated. In 1973 a North Loop Renewal Study Area was established, and in 1979 the City Council approved both the designation of the redevelopment project area and the general redevelopment plan for the North Loop.

Growth in the form of investment in new development and reinvestment in existing structures and facilities is essential in the Central Business District, as it is in the entire City. Redevelopment and conservation efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, increased tax base and additional employment opportunities.

The Act encourages citizens and government to work together to address and solve the problems of urban growth and development. The joint effort between the City and the private sector to redevelop the North Loop will receive significant support from the financing methods made available by the Act.

This section of the Redevelopment Plan identifies the goals and objectives of the Redevelopment Project Area. A latter section of this Redevelopment Plan identifies the more specific programs, and the Redevelopment Project which the City plans to undertake in achieving the redevelopment goals and objectives which have been identified.

GENERAL GOALS

- Improve the quality of life in Chicago by eliminating the influences of, as well as the manifestations of, both physical and economic blight in the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area and Central Business District.
- Revitalize the Redevelopment Project Area to make it an important activity center contributing to the regional focus of the Central Business District.

REDEVELOPMENT OBJECTIVES

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a Blighted Area. Section IV of this document, Blighted Area Conditions Existing in the Redevelopment Project Area, enumerates the blighting conditions.
- Enhance the tax base of the City of Chicago and of other taxing districts which extend into the Redevelopment Project Area by encouraging private investment in residential and commercial development.
- Prevent the recurrence of blighting conditions and preserve and enhance the value of properties within the Redevelopment Project Area.
- Provide a net benefit to the City in jobs and in tax revenue.
- Provide needed incentives to encourage a broad range of improvements in both rehabilitation and new development efforts.
- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.

DEVELOPMENT AND DESIGN OBJECTIVES

- Ensure a sound relationship between various public and private sector development projects.
- Ensure that the overall development reflects a deep sense of human scale and values.
- Improve and strengthen general land and space use relationships.
- Stimulate mixed-use development to encourage a more fully rounded community.
- Maintain, upgrade and reinforce the retail character of the State Street Mall frontage, emphasizing quality over quantity in all retail development.
- Encourage residential development to be situated above other uses where appropriate.
- Balance and coordinate new development concepts and efforts with those related to existing structures and patterns of use.
- Encourage the conservation and preservation of certain structures, including those with historical or architectural significance, those which can be recycled for cultural and entertainment purposes, and those which will be given an economic life comparable to newly-developed structures.

- Maintain the primary focus for pedestrian activity at the street level.
- Permit the development of a limited system of grade-separated pedestrian facilities which emphasizes east-west movement, which relates appropriately to existing pedestrian facilities and which is predominately below grade..
- Establish east-west pathways through the area to facilitate pedestrian movement.
- Provide land in parcels of sufficient size and configuration so as to permit economic redevelopment.
- Develop both daytime and nighttime activities and cultural resources.
- Achieve architectural design excellence.

IV.

BLIGHTED AREA CONDITIONS EXISTING IN THE REDEVELOPMENT PROJECT AREA

Based upon surveys, inspections and analyses of the area, and on official building records of the City, the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. The 2-1/2 block area north of Lake Street and west of State Street, which is a part of the Redevelopment Project Area, qualified as a blighted area prior to becoming vacant. The area is characterized by the presence of a combination of five or more of the following factors, rendering the area detrimental to the public safety, health and welfare of the citizens of the City:

1. Age

With the exception of the Ryan Insurance Company Building and a few one and two-story structures, buildings within the Redevelopment Project Area are 35 years of age or older. Age is present as a factor to a substantial extent in all blocks.

2. Dilapidation

Dilapidation is present to a limited extent in the Redevelopment Project Area. Dilapidated buildings are characterized by major structural defects that are so serious and extensive as to impair the continued safe use of the buildings. Dilapidated buildings are also classified as structurally substandard.

3. Obsolescence

Obsolescence is present in a substantial number of the structures in the Redevelopment Project Area. These structures are characterized by conditions indicating the structure is incapable of efficient or economic use according to contemporary standards, as evidenced by:

- Inefficient exterior configuration of the structure, including insufficient width, small size, irregular shape, improper orientation of the building site, random additions or excessive ratio of upper story floor space to outside wall area.
- Inflexible interior configuration of the structure, including spacing of bearing walls, supporting columns and beams, and eccentric or single purpose design.
- Inadequate heating, electrical, plumbing and ventilation systems.

- Inadequate access for contemporary systems of delivery and service, including interior vertical systems.
- Non-conformance to fire, building and zoning codes.

4. Deterioration

Deterioration is present in a substantial number of structures in the Redevelopment Project Area. Buildings over a widespread area are characterized by major defects that are causing the general decline of the structures. The deficiencies would be difficult to correct through normal maintenance and may require replacement or rebuilding by building tradesmen. Deteriorating buildings contain deficiencies in one or more primary structural components or deficiencies in two or more secondary components. Primary components are defined as foundation, exterior walls, roof and roof structure. Secondary components are defined as elements such as exterior porches and stairs, windows and window units, doors and door units, exterior surfaces, gutters and downspouts, and chimneys.

5. Presence of Structures Below Minimum Code Standards

Structures below minimum code standards are present throughout the Redevelopment Project Area. These structures have been cited by the Department of Inspectional Services as having critical, major or minor defects regarding a building's interior and exterior components and/or mechanical systems which are less than the accepted minimums established by codes and ordinances of the City of Chicago.

6. Excessive Vacancies

Excessive vacancies are present in a substantial number of buildings in all blocks within the Redevelopment Project Area. This condition includes vacant buildings and buildings in which 20 percent or more of the floor area is vacant. Excessive vacancies indicate that building space is difficult to market and income from the buildings may not be sufficient to cover regular and routine maintenance.

7. Overcrowding of Structures and Community Facilities

Overcrowding of structures and community facilities is present in all blocks within the Redevelopment project Area. The area as a whole is characterized by multi-story buildings which occupy all or substantially all of the sites on which they are located. Loading and service for buildings is limited to narrow alleys or to front doors which require across-the-sidewalk access. The parking of service trucks in alleys and along downtown streets prevents the proper use of public right-of-way facilities and contributes to

problems of traffic congestion in the area. Moreover, pedestrian usage of narrow sidewalk areas is restricted by and conflicts with service delivery activity.

8. Lack of Ventilation, Light and Sanitary Facilities

Many of the older, multi-storied buildings are characterized by a lack of ventilation, light and sanitary facilities according to contemporary development and current code standards. Problem conditions include: lack of natural or mechanical ventilation for interior rooms, lack of natural light resulting from a limited number or area of windows, lack of an adequate number of bathroom facilities, and inadequate provision for the storage of garbage.

9. Excessive Land Coverage

Excessive land coverage is present throughout the Redevelopment Project Area. Conditions exist in which buildings are either improperly situated on the parcel or are located on parcels of inadequate size and shape in relation to present day standards for development and health and safety. Excessive land coverage which results in lack of light and air and in inadequate provision for loading and service contributes to building obsolescence.

10. Deleterious Land-Use or Layout

Deleterious land-use or layout is present to a substantial extent in all blocks within the Redevelopment Project Area. The area as a whole is characterized by obsolete platting of land that is not conducive to present day use or space requirements as evidenced by: (a) inadequate frontages, (b) shallow depth, (c) excessive ratio of depth to width, (d) limited area, (e) conflicting orientation, (f) insufficient access for vehicular service, and (g) inadequate area to provide off-street parking or loading.

11. Depreciation of Physical Maintenance

Depreciation of physical maintenance is present to a substantial extent in all blocks within the Redevelopment Project Area. Buildings throughout the area evidence a lack of routine maintenance of building components. Problem conditions include peeling or blistering paint, loose or improperly secured building materials, deteriorating accessory buildings, unkempt storage areas, and the accumulation of debris in parking and yard areas.

12. Lack of Community Planning

All blocks were originally platted and developed on a parcel-by-parcel and building-by-building basis with little evidence of coordination and planning among buildings and activities. The lack

of community planning at the time of original development has contributed to the problem conditions previously cited which characterize the entire area, including obsolescence, overcrowding of structures and facilities, excessive land coverage, and deleterious land-use or layout.

V.

NORTH LOOP REDEVELOPMENT PROJECT

REDEVELOPMENT PLAN AND PROJECT OBJECTIVES

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing:

1. By assembling sites for redevelopment through the application of appropriate land assemblage techniques, including: (a) acquiring and removing deteriorated and/or obsolete buildings and buildings so situated as to interfere with replatting of the land into parcels suitable for redevelopment in accordance with this Redevelopment Plan; (b) vacating existing public-rights-of-way and making them a part of one or more redevelopment sites; and (c) assisting the relocation of businesses where necessary to achieve objectives of the Redevelopment Plan.
2. By providing for conservation and preservation of certain basically sound buildings, including theatres and other architecturally or historically significant buildings.
3. By providing public improvements which may include: (a) rehabilitation of theatres, (b) bus station relocation, (c) service tunnel, (d) utility adjustments, (e) surface right-of-way improvements, (f) pedestrian walkways, and (g) transit improvements.
4. By entering redevelopment agreements for the rehabilitation or construction of improvements in accordance with this Redevelopment Plan.
5. By entering into redevelopment agreements which shall require the developer to establish a continuing affirmative action program designed to promote equal opportunity for minorities and women in every aspect of employment and procurement of goods and services.
6. By entering into redevelopment agreements which contain provisions requiring the developer to cooperate with the City of Chicago in establishing programs of linked redevelopment that provide assistance and advice in the areas of leasing, planning, marketing and development of business in neighborhood-based projects.

REDEVELOPMENT ACTIVITIES1. Assemblage of Sites

To achieve the renewal of the Redevelopment Project Area, property identified in Development Program, Exhibit 2, attached hereto and made a part hereof, may be acquired by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or facilities. The City may determine that to meet the renewal objectives of this Redevelopment Plan, other properties in the Redevelopment Project Area not scheduled for acquisition should be acquired, or certain property currently listed for acquisition should not be acquired.

Individual structures may be exempted from acquisition if they are located so as not to interfere with the implementation of the objectives of this Redevelopment Plan or the projects implemented pursuant to this Redevelopment Plan, and the owner(s) agree(s) to rehabilitate or redevelop his property, if necessary, in accordance with plan objectives as determined by the City.

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized.

Active businesses that are displaced by the acquisition of property will be relocated and may be provided with assistance payments and advisory services.

As an incidental but necessary part of the redevelopment process, the City may devote property which it has acquired to temporary uses until such property is scheduled for disposition and redevelopment. Such uses may include, but are not limited to, project office facilities, parking or other uses the City may deem appropriate.

2. Conservation and Preservation

Conservation and preservation are important concepts to be considered in North Loop redevelopment. Plans should strive to combine the best of the past with compatible new structures to create a sense of vitality and continuity.

The Redevelopment Plan presently contemplates the preservation of three existing buildings because of their architectural and historic significance. Through specific effort, each can be rehabilitated for reuse: (1) the Reliance Building, (2) the Chicago Theatre/Page Building, and (3) the McCarthy Building.

Three other structures will be retained because they can be readily rehabilitated for reuse: (1) the Delaware Building, (2) the Oliver Building, and (3) the Selwyn/Harris Theatres.

Two structures in the Redevelopment Project Area will be conserved because they are appropriately located and currently functional. These are the Ryan Insurance Building at Dearborn and Wacker and the Commonwealth Edison substation on Dearborn between Randolph and Washington Streets. However, since the functional portions of the Commonwealth Edison substation are principally located below grade, the above grade superstructure of the substation may be removed, all or in part, or may be incorporated into new construction.

Other structures currently proposed for rehabilitation are shown on Development Program, Exhibit 2.

It is likely and desirable that certain additional structures will be proposed for retention during the course of development in the Redevelopment Project Area. The City encourages the continued productive use or reuse of structures in the Redevelopment Project Area insofar as those structures: (a) are located so as not to impede overall economic development, and (b) owned by parties with whom the City has an executed Redevelopment Agreement committing the owners to making any necessary improvements to bring those structures into accord with this Redevelopment Plan.

3. Provision of Public Improvements and Facilities

Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:

- a. Purchase of a suitable site for the relocation of the existing bus station.
- b. Construction of a below grade service tunnel linking blocks within the Redevelopment Project Area with Lower Wacker Drive.
- c. Adjustments and modifications to sewer and water lines as may be necessary to facilitate and serve redevelopment in accordance with the objectives and provisions of this Redevelopment Plan.
- d. The vacation, removal, resurfacing, widening, reconstruction and other improvements of streets, alleys and other public rights-of-way.
- e. Construction of pedestrian walkway improvements and river bank beautifications and walkway improvements.
- f. Provision of new or rehabilitated transit stations along the "Loop" elevated transit line.

In the event the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

4. Redevelopment Agreements

Land assemblage shall be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in this Redevelopment Plan.

GENERAL LAND-USE PLAN

This Redevelopment Plan conforms to and adopts the North Loop Guidelines for Conservation and Redevelopment approved by the City Council in October, 1982. The Land-Use Plan, Exhibit 3, identifies land-uses to be in effect upon adoption of this Redevelopment Plan.

Redevelopment will occur on the existing pattern of the grid framework, although space use within the Redevelopment Project Area will be significantly changed from the present. Certain familiar and desirable patterns of use will be retained: the retail corridor along State Street and the office development along Dearborn Street, for example. New patterns of uses can be established: hotel and residential uses along Wacker Drive, entertainment and cultural facilities between Lake and Randolph Streets, and service/retail uses opening off pedestrian circulation facilities at various levels throughout the area.

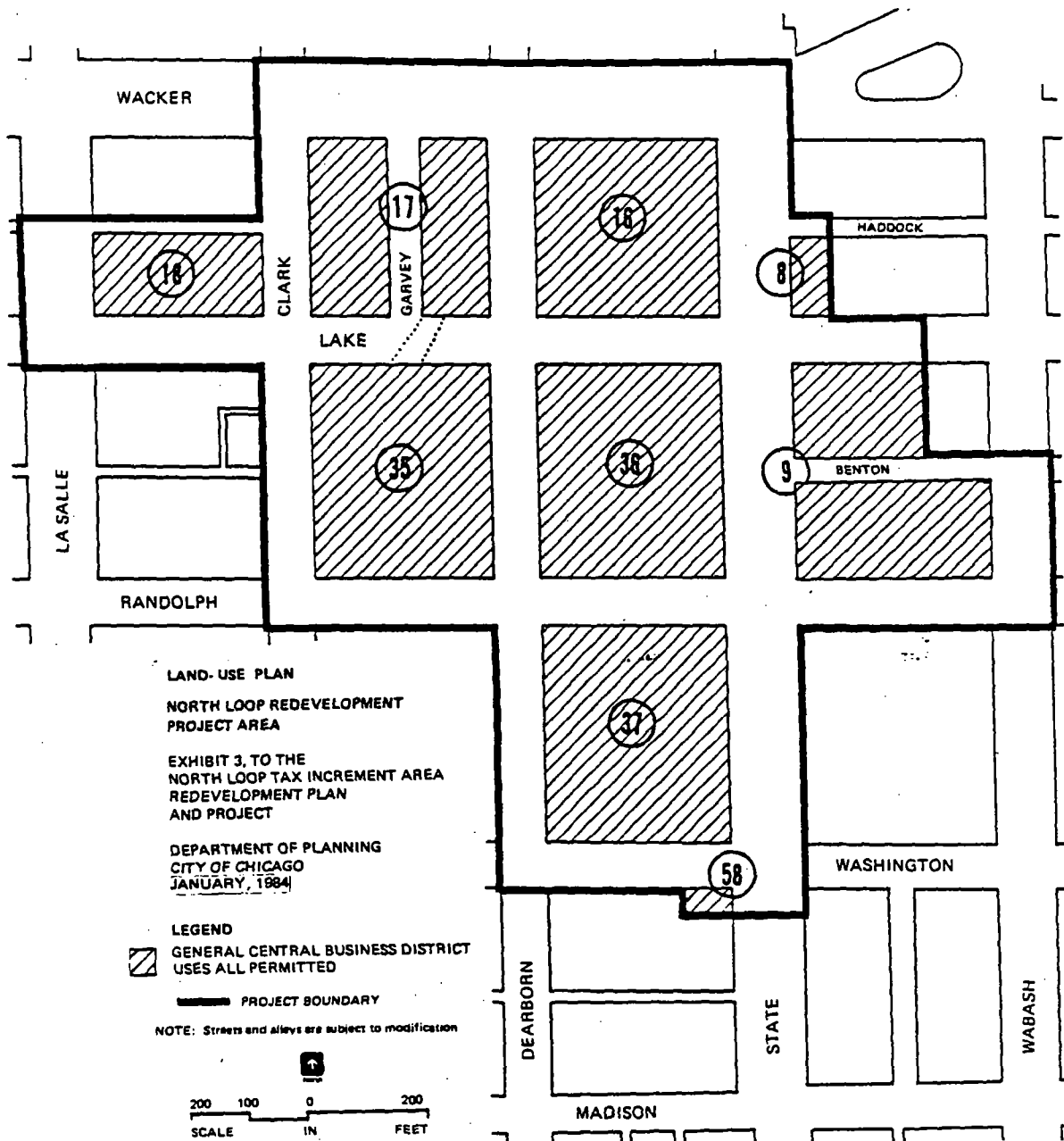
The following land-use provisions are established for the Redevelopment Project Area. Permitted uses will be those allowed in the Central Business District general classification in the Chicago Zoning Ordinance.

● Retail Uses

Retail uses will be developed with a strong relationship to pedestrian circulation facilities in the Redevelopment Project Area (the State Street Mall, sidewalks, and above and below grade pedestrian ways). The retail frontage along the State Street Mall should be uninterrupted except for building entrances. New retail operations will be carefully programmed into all newly developed or rehabilitated space with specific attention to retaining in and introducing into the Redevelopment Project Area quality and compatible retail uses. Retail development along the Mall should be more intense than at any other retail location in the Redevelopment Project Area. Retail uses will frame east-west pathways linking the Mall to the western edge of the area.

● Office Uses

New office space is permitted on all blocks located in the Redevelopment Project Area. Further, office space will be restricted in intensity in the eastern half of the two blocks bounded by Lake-State-Washington-Dearborn. Limited office space is



permitted above retail development fronting on State Street in these blocks. Office uses of significant intensity are specifically encouraged along Dearborn and Clark Streets, south of Lake Street.

- Hotel Uses

Hotel uses are permitted and encouraged on the block bounded by Wacker-State-Lake-Dearborn, the south half of the next block west, and in other blocks with frontage on State Street.

- Cultural and Entertainment Uses

Cultural and entertainment uses are permitted throughout the Redevelopment Project Area but should be concentrated in the blocks between Lake Street and Randolph Street, tying the Chicago Theatre to the Selwyn/Harris Theatres. Related retail uses, such as restaurants and pubs, should be located among and in proximity to cultural and entertainment facilities.

- Residential Uses

Residential uses are permitted in the Redevelopment Project Area east of Clark Street, and they are encouraged in the blocks with frontage on Wacker Drive and in the blocks east of State Street. The City will give preference to redevelopment proposals which include a significant residential component within a block on which residential uses are permitted.

Residential uses anywhere in the Redevelopment Project Area must be located above other uses. Both new residential development and adaptation of existing structures for residential reuse will be permitted.

ADDITIONAL DESIGN AND DEVELOPMENT CONTROLS

The following controls and criteria as contained in the North Loop Guidelines shall apply to all redevelopment within the Redevelopment Project Area.

- Building Setbacks and Arcades

The relationships among building facades, first floor activities and the streetscape are important in the Redevelopment Project Area.

Setbacks from the property line are permitted along Dearborn and Clark Streets and along Wacker Drive; however, new development in other locations in the Redevelopment Project Area should generally be built to the property line at street level.

- Pedestrian Movement

Primary focus of pedestrian activity will be at street level. Development must include a system of appropriately located pedestrian facilities which will permit, wherever possible, the movement of people from block to block.

The system must also include links to both existing elevated and subway stations as well as to the periphery of the project. Principal pedestrian movement should not be diverted from the State Street Mall, which should continue as the primary north-south pedestrian route in the Redevelopment Project Area. Any pedestrian facilities system should be designed to support and reinforce the Mall.

There are now elements of a grade-separated pedestrian network in place which offer protection from inclement weather and reduce conflicts with street traffic. New grade-separated pedestrian facilities should be below grade; above grade facilities for crossing public ways may be proposed, but they will be reviewed in depth for impacts on adjacent areas and structures and each such facility must be in conformity with the Guidelines.

- State Street Mall Retail Area

Design and architectural efforts in the Redevelopment Project Area must support the retail character and the scale of existing development along the State Street Mall between Lake and Washington Streets. Further, retail development related to the Mall must meet the highest standards of contemporary retail design and layout. The visual impression should reinforce the horizontal emphasis most dramatically represented by Louis Sullivan's Carson Pirie Scott Building.

In that area, new structures fronting on the Mall should have no setback from the right-of-way in the first 60 feet of height above curb level. Any structure built above a plane 210 feet above curb level (i.e., the height of the cornice line of the Marshall Field & Co. Building) must be set back at least 30 feet from the State Street right-of-way and must also, on each block face, be set back at least an average of 60 feet from State Street. In all instances, existing buildings which are to be retained are excluded.

- Vistas and Open Spaces

There are three major open spaces to which the Redevelopment Project Area redevelopment can effectively relate: the Chicago River and its south bank, the Daley Center Plaza, and the State Street Mall.

No major new outdoor plazas in the Redevelopment Project Area should be considered; rather, smaller spaces such as those resulting from limited building setbacks can be provided if effectively designed. Enclosed atria are also encouraged, especially at nodes where

pedestrian routes meet or cross. Indoor spaces which are hospitable and which can be programmed are particularly desirable and should be provided.

- Signs

Signs will be strictly controlled throughout the Redevelopment Project Area. Generally, only building and business identification signs as defined in the Chicago Zoning Ordinance will be allowed. Sign limitations will apply to both new development and rehabilitation, and will be specified in individual Planned Development amendments to the Chicago Zoning Ordinance.

- Parking

In the redevelopment of the Redevelopment Project Area, parking facilities will be permitted and encouraged in accordance with Section 8.11-6 of the Chicago Zoning Ordinance. New parking facilities must be either below grade or incorporated within a structure which also contains retail uses at the street level.

- Service

Drives, ramps and other means of access to loading docks should connect to only a few of the streets traversing the Redevelopment Project Area: Lake Street, Lower Wacker Drive, Wabash Avenue and Dearborn Street (between Lake and Randolph Streets). At grade service access for the block bounded by Randolph, State, Washington and Dearborn Streets may be permitted if below grade service access is not reasonably feasible without excessive cost or extended delay in the time required to provide such access. Those service docks must be off-street and screened from the street. Service access from or crossing the State Street Mall is prohibited.

- Security

Participants in the redevelopment of the Redevelopment Project Area will be required to adopt ways to make this area a safe place to work, shop and live. Techniques to enhance security include the location and orientation of entrances, easy surveillance of enclosed public spaces within mixed-use structures, specialized lighting, and the provision of facilities and activities which will attract people from early morning until late evening.

ESTIMATED REDEVELOPMENT PROJECT COSTS

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and a Redevelopment Project. Such costs may include, without limitation, the following:

1. Costs of studies and surveys, plans and specifications, and professional service costs including but not limited to architectural, engineering, legal, marketing, financial, planning and special services;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Relocation costs to the extent that the City determines that relocation costs shall be paid or that the City is required to make payment of relocation costs by federal or state law;
4. Costs of rehabilitation, construction, repair or remodeling of existing buildings and fixtures;
5. Costs of the construction of public works or improvements;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligation issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 18 months thereafter and including reasonable reserves related thereto; and
7. All or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the municipality, by written agreement, accepts and approves such costs.

Estimated costs are shown in Table 1. To the extent that municipal obligations have been issued to pay for such redevelopment project costs included prior to, but in anticipation of, the adoption of tax increment financing, the City shall be reimbursed for such redevelopment project costs. The total redevelopment project costs are intended to provide an upper limit on expenditures. Within this limit, adjustments may be made in line items without amendment of this Redevelopment Plan.

SOURCES OF FUNDS TO PAY REDEVELOPMENT PROJECT COSTS

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

Table 1
 NORTH LOOP REDEVELOPMENT PROGRAM
 ESTIMATED PROJECT COST (In 1,000s)

Program Action/Improvement

Acquisition, relocation and demolition	\$171,000
Rehabilitation of theatres	14,500
Bus station relocation	17,500
Service tunnel	3,000
Utility adjustments	3,000
Surface right-of-way improvements	2,000
Riverfront improvements and pedestrian walkways	2,000
Transit improvements	6,500
Planning, legal, studies, etc.	2,000
Financing (net capitalized interest)*	53,000
Contingencies	<u>8,500</u>
GROSS PROJECT COST	\$283,000
LESS DISPOSITION PROCEEDS	<u>\$ 57,000</u>
NET PROJECT COST	<u>\$226,000</u>

*In addition to capitalized interest, there shall also be included in the cost of financing the ordinary and accustomed reasonable charges and out-of-pocket disbursements associated with the issuance of obligations.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental taxes attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

ISSUANCE OF OBLIGATIONS

The City may issue obligations secured by the tax increment special tax allocation fund pursuant to Section 11-74.4-7 of the Act.

Obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired not more than twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2007, not later than March 1, 2007. In any event, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds, capitalized interest funds, debt service reserve funds and other sources of funds as may be provided by ordinance.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, sinking funds and redevelopment project costs, and, to the extent not used for such purposes, may be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

MOST RECENT EQUALIZED ASSESSED VALUATION OF PROPERTIES IN THE REDEVELOPMENT PROJECT AREA

Table 2 lists the most recent (1982) equalized assessed valuations of properties in the Redevelopment Project Area by block. The total estimated equalized assessed valuation for the Redevelopment Project Area is \$53,158,199. The Boundary Map, Exhibit 1 shows the locations of the various blocks.

ANTICIPATED ASSESSED VALUATION

By the year 1995, when it is estimated that all the anticipated private development will be completed and fully assessed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area will be approximately \$622,000,000.

Table 2
 BLOCK SUMMARY OF 1982 EQUALIZED ASSESSED VALUES
 AND PROPERTY TAX REVENUES*

Block No.	Assessed Valuation	Equalized Valuation	Real Estate Tax
8	\$ 251,840	\$ 485,749	\$ 50,955.07
9	4,450,221	8,583,586	883,071.33
16	-0-	-0-	-0-
17	2,950,714	5,691,337	572,150.11
18	-0-	-0-	-0-
35	7,878,334	15,195,732	1,527,626.94
36	4,663,407	8,994,725	924,608.90
37	7,116,724	13,726,737	1,398,880.90
58	249,032	480,333	50,386.93
Total:	\$27,560,272	\$53,158,199	\$5,407,659.30

*These figures are subject to final verification. Initial equalized valuation is estimated to be \$53,158,199. After verification, the correct figures shall be certified to by the County Clerk of Cook County.

VI.

PHASING AND SCHEDULING OF REDEVELOPMENT PROJECT

In order to maximize program efficiency to take advantage of previous and current redevelopment actions and with full consideration of availability of funds, a phased implementation strategy will be employed. This planned action is described below. Also refer to Development Program, Exhibit 2 for graphic representation of block numbers. The representations as to amount of space required for usage are necessarily approximate and may be revised pursuant to negotiation between the City and developer, and in accordance with the General Land-Use Plan provisions of the Redevelopment Plan and the minimum and maximum development requirements as contained in the North Loop Guidelines for Conservation and Redevelopment approved by the City Council in October, 1982.

The City shall have the authority without further amendment of the Redevelopment Plan and Project, to shift a redevelopment program forward from a later phase to an earlier phase, or from an earlier phase to a later phase, depending on availability of funds to pursue redevelopment programs and the resources available to cause redevelopment to occur.

INITIAL PHASE (PHASE 1)

In anticipation of adoption of tax increment financing, the initial phase of the Redevelopment Project was started in 1981 when the City issued its \$55 million General Obligation Bond Anticipation Notes. A portion of the proceeds of those notes was spent for the acquisition and clearance of Blocks 16, 17 and 18.

The redevelopment program for these blocks is as follows:

- Block 16. All property within this block has been acquired and cleared and will be sold to a private developer for construction of a mixed-use complex including approximately 300,000 square feet of retail, 700,000 square feet of office and a 690-room hotel.
- Block 17. All property within this block with the exception of the Ryan Insurance property and the Greyhound Access Ramp property has been acquired, and the block will be sold to a private developer for construction of a mixed-use complex including approximately 75,000 square feet of retail, 800,000 square feet of office and 300,000 square feet of residential or hotel.
- Block 18. All property within this block has been sold to a private developer for construction of a mixed-use complex including approximately 45,000 square feet of retail and 550,000 square feet of office and a parking facility containing 1,465 spaces.

The initial phase expenditures, exclusive of financing cost, are estimated at \$52,071,000. Proceeds from the sale of Block 18 are \$6,400,000, leaving a net project cost for this initial phase of \$45,671,000.

By the year 1990, when it is estimated that all of the anticipated private development in this phase will be completed and fully assessed, the estimated annual real property tax increment for the three-block area will be approximately \$17,300,000.

SECOND PHASE (PHASE 2, 1984-1985)

The second phase of the Redevelopment Project will include initiation of redevelopment activity within Blocks 8, 9, 37 and 58, and the first phase of implementation of proposed public improvements and facilities. Redevelopment project activities include:

- Block 8. The existing building within this block will be rehabilitated.
- Block 9. Designated property within this block will be acquired, cleared and disposed of to a private developer for construction of a mixed-use complex including approximately 120,000 square feet of retail, approximately 560,000 square feet of office and approximately 400,000 square feet of residential or hotel.
- Block 37. Designated property within this block will be acquired, cleared and disposed of to a private developer for construction of a mixed-use complex including approximately 300,000 square feet of retail and approximately 1,800,000 square feet of office.
- Block 58. Control of the site will be acquired and the existing building will be rehabilitated.
- Public Improvements and Facilities. Public expenditures for the cost of rehabilitation of the Chicago Theatre and for the purchase of a site for relocation of existing bus terminal facilities from Block 35 will be incurred during this phase.

The second phase expenditures, exclusive of financing costs, are estimated at \$76,534,000. Proceeds from the sale of Blocks 16 and 17, and for the new bus terminal site, are estimated to total \$26,876,000, leaving a net project cost for this second phase of \$49,658,000. By the year 1992, when it is estimated that all of the anticipated private development in this phase will be completed and fully assessed, the estimated annual real property tax increment for Blocks 8, 9, 37 and 58 will be approximately \$14,200,000.

THIRD PHASE (PHASE 3, 1986-1987)

The third phase of the Redevelopment Project will include initiation of redevelopment activity within Block 35 and Block 36, and the second phase of implementation of proposed public improvements and facilities. Redevelopment Project activities include:

- Block 35. Designated property within this block will be acquired, cleared and sold to a private developer for assembly with other not-to-be acquired property for construction of a mixed-use complex including approximately 120,000 square feet of retail and approximately 2,200,000 square feet of office.
- Block 36. Designated property within this block will be acquired, cleared and sold to a private developer for possible assembly with other not-to-be acquired property for construction of a mixed-use complex including approximately 300,000 square feet of retail, approximately 700,000 square feet of office and approximately 200,000 square feet of residential or hotel.
- Public Improvements and Facilities. Public expenditures for the cost of the following improvements and facilities will be incurred during this phase: acquisition and rehabilitation of the Harris/Selwyn and Woods Theatres; construction of a below grade service tunnel linking blocks within the Redevelopment Project Area with Lower Wacker Drive; adjustments to sewer and water lines; the vacation, removal, resurfacing, widening, reconstruction and other improvements of streets, alleys and other public rights-of-way; construction of pedestrian walkway improvements or facilities to serve redevelopment; and provision of one or more new or rehabilitated transit stations along the "Loop" elevated transit lines.

The third phase expenditures, exclusive of financing cost, are estimated at \$92,151,000. Proceeds from the sale of Blocks 36 and 37 are estimated to total \$19,456,000, leaving a net project cost for this third phase of \$72,695,000.

By the year 1995, when it is estimated that all of the anticipated private development will be completed and fully assessed, the estimated annual real property tax increment for Blocks 36 and 35 will be approximately \$19,600,000.

FOURTH PHASE (PHASE 4, 1988 TO COMPLETION)

The final phase of the Redevelopment Project will involve expenditures for the completion of public improvements and facilities to serve or facilitate redevelopment. Improvements and facilities to be completed during this phase include: (a) adjustments and modifications to sewer and water lines; (b) the vacation, removal, resurfacing, widening, reconstruction and other improvements of streets, alleys and other public rights-of-way; and (c) construction of pedestrian walkway improvements.

The final phase public expenditures, exclusive of financing cost, are estimated at \$7,929,000. Proceeds from the sale of Block 35 property are estimated to total \$4,154,000, leaving a net project cost for this fourth phase of \$3,775,000. Expenditures during this phase may be financed from tax increment cash flow, if feasible, or may be financed by other sources such as obligations utilizing tax increment revenue.

COMPLETION OF REDEVELOPMENT PROJECT AND RETIREMENT OF OBLIGATIONS TO FINANCE
REDEVELOPMENT PROJECT COSTS

The estimated date for completion of the Redevelopment Project is no later than March 1, 2007, and may be completed sooner, depending on the incremental tax yield. Actual construction activities are anticipated to be completed within ten years.

VII.

PROVISIONS FOR AMENDING THE TAX INCREMENT PLAN

This North Loop Tax Increment Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

The North Loop Tax Increment Area Redevelopment Plan and Project was prepared under the direction of the Department of Planning, Elizabeth L. Bolland, Acting Commissioner.

Departmental Personnel chiefly responsible for its preparation:

Dennis A. Harder, Deputy Commissioner
R.G. Zundel, Assistant Commissioner
Kitty P. Freidheim
Katherine P. Marrin

Other City personnel making a major contribution:

Ira J. Bach, Director of City Development
John Maiorca, Office of Budget and Management

Consultants:

Trkla, Pettigrew, Allen & Payne, Inc.
John C. Pettigrew and Nicholas V. Trkla

Kai Allen Nebel

Chapman & Cutler
Patricia M. Curtner

Earl L. Neal
Michael Leroy

**Authority Granted for Designation of North Loop Tax Increment
Redevelopment Project Area.**

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

WHEREAS, The City Council has heretofore adopted and approved the Redevelopment Plan and Redevelopment Project with respect to which a public hearing was held on March 20 and 21, 1984 and it is now necessary and desirable to designate the area referred to in said Plan as a Redevelopment Project Area to be known as the North Loop Tax Increment Redevelopment Project Area; now, therefore,

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

SECTION 1. The following area described in Exhibit "A" attached hereto is hereby designated as a Redevelopment Project Area pursuant to Section 11-74.4-4 of the Real Property Tax Increment Allocation Redevelopment Act, as amended, appearing as Sections 11-74.4-1 *et seq.*, S.H.A. and that said Redevelopment Project Area shall be known as the North Loop Tax Increment Redevelopment Project Area.

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

[Exhibit A printed on page 7716 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

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

**Authority Granted for Adoption of Tax Increment Financing for North
Loop Tax Increment Redevelopment Project Area.**

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

WHEREAS, The City of Chicago desires to adopt tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act, as amended, appearing as Sections 11-74.4-1 *et seq.*, S.H.A. (hereinafter referred to as the "Act"); and

WHEREAS, The City of Chicago has adopted a Tax Increment Redevelopment Plan and Project, and designated a Redevelopment Project Area pursuant to the provisions of the Act, and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax increment financing is hereby adopted in respect to the Redevelopment Plan and Project approved and adopted pursuant to ordinance of the City of Chicago passed , 1984 in respect to the Redevelopment Project Area described in Exhibit "A" attached to this ordinance, which Redevelopment Project Area was designated pursuant to ordinance passed by the City Council on, 1984.

SECTION 2. After the total equalized assessed valuation of taxable real property in the

EXHIBIT A
LEGAL DESCRIPTION OF NORTH LOOP TAX INCREMENT
REDEVELOPMENT PROJECT AREA

A tract of land consisting of Lots and Blocks or parts thereof and streets and alleys of Blocks 16, 17, 18, 35, 36, 37 and 58 in the Original Town of Chicago in the East part of the S.E. 1/4 of Section 9 Township 39 North, Range 14 and part of Blocks 8 and 9 in the Fort Dearborn Addition to Chicago in the S.W. Fractional 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in the City of Chicago, County of Cook, State of Illinois and;

Bounded as follows: Beginning at the intersection of the south line of West Lake Street and the west line of North LaSalle Street; thence North along the west line of North LaSalle Street to the north line extended west of West Haddock Place; thence east along said line to the west line of North Clark Street; thence north along said west line to the northerly line of West Wacker Drive as said northerly line was established by Ordinance passed by the City Council of the City of Chicago on December 15, 1919; thence east along said northerly line of West Wacker Drive to the east line of North State Street; thence south along said east line to the north line of Haddock Place; thence east along said line to the east line of Lot 28 extended north of Block 8 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 28 as aforesaid to the north line of East Lake Street; thence east along said north line to the east line of Lot 10 extended north of Block 9 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 10 as aforesaid to the north line of East Benton Place; thence east along said north line to east line of North Wabash Avenue; thence south along said line to the south line of East Randolph Street; thence west along said south line to the east line of North State Street; thence south along said east line to the south line extended east of Lot 1 of Assessor's Re-Subdivision of Lots One to Five in Block 58 in Assessor's Division of Original Town of Chicago as aforesaid; thence west along said extended line to the west line of said Lot 1; thence north along said line to the south line of West Washington Street; thence west along said south line to the west line of North Dearborn Street; thence north along said west line to the south line of West Randolph Street; thence west along said south line to the west line of North Clark Street; thence north along said west line to the south line of West Lake Street; thence west along said south line to the place of beginning.

(Continued from page 7715)

Redevelopment Project Area exceeds the total initial equalized assessed value of all taxable real property in the Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon real property in the Redevelopment Project Area by taxing districts and the rates determined in the manner provided in Section 11-74.4-9(b) of the Act each year after the effective date of this ordinance until the Redevelopment Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each lot, block, tract or parcel of real property in the Redevelopment Project Area shall be allocated to and when collected shall be paid to the Municipal Treasurer who shall deposit said funds in a special fund called "the Special Tax Allocation Fund for the North Loop Tax Increment Redevelopment Project Area of the municipality for the purposes set forth in the Redevelopment Plan and Project referred to in Paragraph 1 of this ordinance.

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

[Exhibit A printed on page 7718 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

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

**Authority Granted for Application of Continued Project Funding for
Dearborn Street Subway Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the application for continued funding for the Dearborn Street Subway renovation project in the amount of \$2,359,000.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

The following is said ordinance as passed:

(Continued on page 7719)

EXHIBIT A
LEGAL DESCRIPTION OF NORTH LOOP TAX INCREMENT
REDEVELOPMENT PROJECT AREA

A tract of land consisting of Lots and Blocks or parts thereof and streets and alleys of Blocks 16, 17, 18, 35, 36, 37 and 58 in the Original Town of Chicago in the East part of the S.E. 1/4 of Section 9 Township 39 North, Range 14 and part of Blocks 8 and 9 in the Fort Dearborn Addition to Chicago in the S.W. Fractional 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in the City of Chicago, County of Cook, State of Illinois and;

Bounded as follows: Beginning at the intersection of the south line of West Lake Street and the west line of North LaSalle Street; thence North along the west line of North LaSalle Street to the north line extended west of West Haddock Place; thence east along said line to the west line of North Clark Street; thence north along said west line to the northerly line of West Wacker Drive as said northerly line was established by Ordinance passed by the City Council of the City of Chicago on December 15, 1919; thence east along said northerly line of West Wacker Drive to the east line of North State Street; thence south along said east line to the north line of Haddock Place; thence east along said line to the east line of Lot 28 extended north of Block 8 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 28 as aforesaid to the north line of East Lake Street; thence east along said north line to the east line of Lot 10 extended north of Block 9 in Fort Dearborn Addition to Chicago as aforesaid; thence south along the east line of Lot 10 as aforesaid to the north line of East Benton Place; thence east along said north line to east line of North Wabash Avenue; thence south along said line to the south line of East Randolph Street; thence west along said south line to the east line of North State Street; thence south along said east line to the south line extended east of Lot 1 of Assessor's Re-Subdivision of Lots One to Five in Block 58 in Assessor's Division of Original Town of Chicago as aforesaid; thence west along said extended line to the west line of said Lot 1; thence north along said line to the south line of West Washington Street; thence west along said south line to the west line of North Dearborn Street; thence north along said west line to the south line of West Randolph Street; thence west along said south line to the west line of North Clark Street; thence north along said west line to the south line of West Lake Street; thence west along said south line to the place of beginning.

(Continued from page 7717)

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

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

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

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

WHEREAS, The program includes funds for the Dearborn Street Subway Renovation Program; and

WHEREAS, By ordinances passed May 13, 1981 (C.J. 6093) and February 10, 1982 (C.J. 9394), and September 15, 1982 (C.J. 12119) the City Council authorized the execution of grant contracts between the City of Chicago and the Urban Mass Transportation Administration (IL-23-9012) and between the City of Chicago and the Illinois Department of Transportation (CAP-81-176-IST, No. 752) for the Dearborn Street Subway Renovation Project for \$5,345,000 of which \$4,543,250 is the Federal Share, and \$777,300 is the State share, and \$24,450 is the City share; and

WHEREAS, Additional funds are needed for the installation of platform level components of the renovation at Randolph/Washington, Washington/Madison and Adams/Jackson, materials procurement for the Essential Transportation System, and the design of the Lake/Wells mezzanine and the Lake Transfer Platform on the Dearborn Street Subway; and

WHEREAS, This Amendment in an amount up to \$2,359,000, of which up to \$2,005,150 (85%) is the Federal share, and up to \$353,850 (15%) is the State share, will provide continued funding for the Dearborn Street Subway Renovation Program; and

WHEREAS, This Amendment increases the project costs to \$7,704,000 allocated as follows:

	<i>Original Application</i>	<i>Amendment No. 1</i>	<i>Amendment No. 2</i>	<i>This Amendment</i>
Federal Share	\$ 888,250	\$ 3,187,500	\$ 467,500	\$ 2,005,150
State Share	132,300	562,500	82,500	353,850
City Share	<u>24,450</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
TOTALS:	\$ 1,045,000	\$ 3,750,000	\$ 550,000	\$ 2,359,000;

and

WHEREAS, Such transit improvements strengthen the viability of the Central Area; and

WHEREAS, It is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file an amended grant application with the U.S. Department of Transportation, Urban Mass Transportation Administration and the Illinois Department of Transportation for funds in an amount up to \$2,359,000 of which up to \$2,005,150 (85%) will be provided by the Federal government and up to \$353,850 (15%) will be provided by the State of Illinois with no local match required by the City of Chicago for the Dearborn Street Subway Renovation Program.

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

SECTION 3. That the City Council hereby appropriates the amount of \$2,359,000 or such amount as may actually be received from the U.S. Department of Transportation, Urban Mass Transportation Administration and the Illinois Department of Transportation for the Dearborn Street Subway Renovation Project.

SECTION 4. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Corporation Counsel to certify contracts pertaining to the grant application in an amount up to \$2,005,150 between the Urban Mass Transportation Administration and the City of Chicago, and in an amount up to \$353,850 between the Illinois Department of Transportation and the City of Chicago.

SECTION 5. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 6. That the City Comptroller is directed to disburse the grant funds as required to carry out the Dearborn Street Subway Renovation Project.

SECTION 7. That the Commissioner of Public Works is authorized to furnish additional information, and execute and file assurances or other documents, including technical amendments that do not change project scope or budget total, as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with the applications or agreements.

SECTION 8. That the Commissioner of Public Works is authorized to carry out the Dearborn Street Subway Renovation Program. It shall be the responsibility of the Commissioner of Public Works to prepare, or cause to be prepared, detailed plans, specifications, and bid documents for the Dearborn Street Subway Renovation Program whether said preparation and construction is carried out by City forces, CTA forces and/or consultants.

SECTION 9. That the Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality, on behalf of the City of Chicago, contracts/agreements and amendments thereto pertaining to the design/engineering, and construction of the Dearborn Street Subway Renovation Program, all in accordance with applicable City, State and Federal statutes and regulations.

SECTION 10. That the City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services necessary to design and construct the Dearborn Street Subway Renovation Program. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

SECTION 11. That this ordinance shall be in force and effect from and after its passage.

**Execution of Agreement Authorized Between City and State for
Improvement of Laramie Av. Between Harrison St. and
North Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed

ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago and State of Illinois for improvement of Laramie Avenue between Harrison Street and North Avenue in the amount of \$5,500,000.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schalter, Volini, Orr, Stone--44.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Laramie Avenue between Harrison Street and North Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this ____ day of _____, 19__, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Laramie Avenue between Harrison Street and North Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the reconstruction of Laramie Avenue between Harrison Street and North Avenue. The pavement will be widened as necessary in order to provide a uniform pavement width throughout the project, and a new driving surface will be applied.

The intersections of Laramie Avenue with Jackson Boulevard, with Chicago Avenue, with Augusta Boulevard and with Division Street will be improved by throat widening.

Traffic signals will be modernized at the intersections of Laramie Avenue with Jackson Boulevard, Washington Boulevard, Maypole Avenue, Ohio Street, Chicago Avenue, Augusta Boulevard, Division Street and Hirsch Street.

The project will also include a minor realignment at the intersection of Laramie Avenue with Washington Street. Curbs, gutters and sidewalks will be repaired or replaced as necessary. Sidewalk ramps for the handicapped and pavement markings will be provided. Utilities will be adjusted as necessary and all other appurtenances necessary to complete the project will be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 3,600,000
Force Account Construction	\$ 1,400,000
Construction Engineering/Supervision	\$ <u>500,000</u>
TOTAL:	\$ 5,500,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the project will be:

Federal-Aid Share (FAU) (75.18% of \$5,500,000)	\$ 4,134,900
Non-Federal Share (State) (24.82% of \$5,500,000)	\$ <u>1,365,100</u>
TOTAL:	\$ 5,500,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$1,501,610, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by December 1, 1987.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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

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

**Execution of Agreement Authorized Between City and State for
Improvement of 43rd Street Between Emerald Av. and
Drexel Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago and the State of Illinois allocating \$2,750,000 for improvement of 43rd Street between Emerald Avenue and Drexel Avenue.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schuller, Volini, Orr, Stone--44.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of 43rd Street, between Emerald Avenue and Drexel Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1984, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve 43rd Street, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.

6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for the future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the partial widening and complete resurfacing of 43rd Street between Emerald Avenue and Drexel Avenue.

The existing driving surface will be removed and replaced with a new bituminous concrete overlay. The intersection of 43rd Street and Cottage Grove Avenue will be improved by throat widening. Minor widening of 43rd Street between Emerald Avenue and Union Avenue and at its intersection with State Street, will be accomplished with curb adjustments.

Traffic signals will be modernized at the intersections of 43rd Street with Emerald Avenue, Union Avenue, Wallace Avenue, Wentworth Avenue, LaSalle Street, State Street, Wabash Avenue, Michigan Avenue, Indiana Avenue, King Drive, Cottage Grove Avenue, and Drexel Avenue.

Deteriorated curbs, gutters and sidewalks will be replaced. Sidewalk ramps for the handicapped will be installed and pavement markings will be replaced.

Utilities will be adjusted. New drainage collection facilities will be provided at widened areas and all other appurtenances necessary to complete the project will also be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 1,000,000
Force Account Construction	1,500,000
Construction Engineering/Supervision	<u>250,000</u>
TOTAL:	\$ 2,750,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$2,750,000)	\$ 2,337,500
Non-Federal Share (State) (15% of \$2,750,000)	<u>412,500</u>
TOTAL:	\$ 2,750,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$435,600, with any Non-Federal share required in excess of that amount to be provided by the City.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by December 1, 1987.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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

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

**Execution of Agreement Authorized Between City and State for
Improvement of Chicago Av. Under Railroad Viaducts
Between Kilpatrick Av. and Kilbourn Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of an agreement between the City of Chicago and the State of Illinois allocating \$1,120,000 for improvement of Chicago Avenue under the railroad viaducts between Kilpatrick and Kilbourn Avenues in order to increase the vertical clearance.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Chicago Avenue under the railroad viaducts between Kilpatrick and Kilbourn Avenues described therein, said agreement to be substantially in the following form:

This Agreement, entered into this ____ day of _____, 1983, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Chicago Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required; and

Whereas, the City shall enter into separate agreements with the Belt Railway Company and with the Chicago and North Western Railroad Company for improvements to railroad property.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction, construction engineering/supervision, and railroad force account construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State, to let and award the contract for the Project, and to provide all force account construction, construction engineering/supervision and railroad force account construction all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the partial reconstruction (lowering) of Chicago Avenue under the Belt Railway Company and the Chicago and North Western Railroad Company viaducts between Kilpatrick and Kilbourn Avenues to increase the vertical clearance. The project also includes: the reconstruction of 125 feet of Kilbourn Avenue, the reconstruction of storm drainage structures affected by the lowering of the roadway; removal and reconstruction of driveways, sidewalks, curbs and gutters adjacent to the reconstructed roadway; reconstruction of lighting under the viaducts; installation of ramps for the handicapped; modernization of traffic signals at Kilbourn and Chicago Avenues; construction of approach barriers at the center railroad viaduct and replacement of pavement markings.
12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 600,000
Force Account Construction	\$ 400,000
Railroad Force Account Construction	\$ 20,000
Construction Engineering/Supervision	<u>\$ 100,000</u>
TOTAL:	\$ 1,120,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal Aid Share (IX) (85% of \$1,120,000)	\$ 952,000
Non-Federal Share (State) (15% of \$1,120,000)	<u>\$ 168,000</u>
TOTAL:	\$ 1,120,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$184,800, with any Non-Federal Share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

14. That standard Federal-Aid procedures and requirements shall apply to all phases of this project.
15. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
16. That the Commissioner of Public Works is authorized to execute amendments to this

Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.

17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1987.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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

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

**Execution of Agreement Authorized Between City and State for
Reconstruction of Washington Street Viaduct.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of agreement between the City of Chicago and State of Illinois for reconstruction of the Washington Street viaduct west of the Chicago River in the amount of \$5,280,000.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the reconstruction of the Washington Street Viaduct described therein, said agreement to be substantially in the following form:

This Agreement, entered into this ____ day of _____, 198_, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to reconstruct the Washington Street Viaduct west of the Chicago River hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article

4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required; and

Whereas, the City shall enter into a separate Agreement with the Chicago Union Station Company, the Consolidated Rail Corporation, the Chicago, Milwaukee, St. Paul & Pacific Railroad Company and the Chicago and North Western Transportation Company for track improvements.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction, railroad force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State, to let and award the contract for the Project, and to provide all force account construction, railroad force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the removal of the existing Washington Street Viaduct between Clinton Street and the Chicago River, and its replacement with a new concrete deck structure supported by steel girders.

The Project will also include the installation of decking over the abandoned trolley tunnel access ramps in the central portal under the Chicago and Northwestern Railroad tracks between Canal and Clinton Streets, in order to permit through traffic on Washington Street; Construction of an access structure to electrical equipment located in the abandoned trolley tunnel under Washington Street; the installation of lighting in the central portal and on the new viaduct structure; and modifications to the existing barrier walls in the portals in order to provide center column protection.

Washington Street will be resurfaced between Canal Street and Clinton Street. These two intersections will also be improved and their traffic signals will be modernized. Vaulted sidewalks will be reconstructed east of Canal Street. Sidewalk ramps for the handicapped will be provided. Drainage structures will be installed on the new viaduct, all necessary utility adjustments will be made and all other appurtenances necessary to complete the project will be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Railroad Force Account	\$ 600,000
Contract Construction	4,000,000
Force Account Construction	200,000
Construction Engineering/Supervision	<u>480,000</u>
TOTAL:	\$ 5,280,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$5,280,000)	\$ 4,488,000
Non-Federal Share (State) (15% of \$5,280,000)	<u>792,000</u>
TOTAL:	\$ 5,280,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$871,000, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of

Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.

17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1987.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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

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

**Execution of Agreement Authorized With Chicago and North Western
Transportation Company for Reimbursement of Construction Work
in Washington Street Tunnel.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of an agreement with the Chicago and North Western Transportation Company for reimbursement for construction work in the Washington Street Tunnel.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Hueis, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schalter, Volini, Orr, Stone--44.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Public Works, the City Comptroller and the Purchasing Agent to approve upon approval of the Corporation Counsel as to form and legality, an Agreement between the City of Chicago and the Chicago and Northwestern Transportation Company for construction work in the Washington Street Tunnel, said Agreement to be substantially in the following form:

This Agreement, made and entered into this _____ day of _____ 198_ by and between the City of Chicago, a municipal corporation, hereinafter known as "City" and Chicago and Northwestern Transportation Company, a corporation authorized to do business in the State of Illinois, hereinafter known as "Railroad".

WITNESSETH:

Whereas, the City is reconstructing the Washington Street Viaduct, between Canal Street and the Chicago River; and

Whereas, in conjunction with viaduct reconstruction the City plans to construct a deck over the entrance to the former streetcar tunnel in Washington Street; and

Whereas, the streetcar tunnel extends under the tracks of the railroad between Canal Street and Clinton Street;

Now Therefore, in consideration of the mutual covenants and agreements hereafter contained, the parties hereto agree as follows:

Section 1. Railroad will perform all necessary engineering and construction work required for the removal and replacement of the seven existing steel struts in the Washington Street Tunnel and all incidental work appurtenant thereto. Railroad will erect the new struts three (3) feet lower than the existing struts.

Section 2. Railroad will commence the erection of the struts when notified by the City to proceed and will complete the work within four (4) months, to enable City's contractor to proceed with the construction of the Washington Street Viaduct.

Section 3. City agrees to reimburse Railroad in an amount not to exceed \$40,000.00 from Account No. 302-1343-893 for all of the engineering work, construction work and any other costs required for the erection of the seven struts, as set forth in the estimate prepared by the Railroad.

Section 4. The Railroad shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

The Railroad, for performance of its work as outlined herein, may bill the City monthly for the costs and expenses it has incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The Railroad, upon completion of its work, shall render to the City a detailed statement of the actual cost and expense as incurred by it or for its account. After the City's representatives have checked the progressive invoices and the final statement and they have agreed with the Railroad's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the City shall promptly reimburse the Railroad for ninety-five (95) percent of the amount as agreed upon; such reimbursements, however are subject to the provisions set forth hereinafter.

After the Federal or State representatives have audited the expenses as incurred by the Railroad, including such items of expense as may have been suspended from any previous payment, the City shall promptly reimburse the Railroad for the retained percentages and suspended items of expense less the deduction of any item of expense as may be found by the Federal or State representatives as not being eligible for reimbursement. If the total of the items of expenses as may be found by the Federal or State representatives as not being eligible for reimbursement exceeds the retained percentage plus any items of expense which may have been suspended, then the Railroad shall promptly reimburse the City for the overpayment.

Section 5. It is understood that the project contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, awards of contracts, acceptance of work and procedure in general. This Agreement shall also be subject to the conditions of Part II "General Conditions for Professional Consultant Services Contract" and also "Standard Provisions for Highway -Railroad Agreements", attached hereto and made part hereof. The City will reimburse the Railroad as hereinbefore provided, for only such items of work, expense, and in such amounts and forms as are proper and eligible for payment.

Section 6. In connection with the construction by the City of the overdeck structure, the Railroad grants permission to the City to support the overdeck structure on the existing Railroad caissons in Washington Street and to do all necessary excavating, shoring and construction work incidental thereto.

Section 7. The City agrees in the construction of the overdeck to provide or require its contractor or contractors to provide Railroad with Railroad Protective Liability Insurance providing for all damages arising out of bodily injuries to, or death of one person and, subject to that limit for each person, as follows:

a. Bodily Injuries and Death Coverage

Each Person:	\$ 5,000,000.00
Each Occurrence:	\$ 10,000,000.00

Property Damage Coverage

Each Occurrence:	\$ 5,000,000.00
Aggregate:	\$ 10,000,000.00

The Contractor shall furnish to the City, and to the Railroad, either duplicate originals or certified copies of policies of such insurance. A copy of the Letter of Transmittal to the Railroad Company shall be forwarded to the Chief Engineer, Louis Koncza, Bureau of Engineering, Room 700, 320 N. Clark Street, Chicago, Illinois 60610, and these requirements shall be complied with before any work on the project is started. Such insurance shall remain in full force and effect during this period of construction and until completion and acceptance of the work under this contract and thereafter, as respects occurrences and losses which are caused or occur within the period aforementioned.

Section 8. The Railroad agree to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and attorneys' and expenses incident thereto, arising out of the work to be performed hereunder by the Railroad, and caused by the negligence of the Railroad, or any contractor for the Railroad, or their respective officers, agents or employees.

Section 9. When the construction of this overdeck structure is completed, the City shall maintain at its expense, or by agreement with others provide for the maintenance of the structure.

Section 10. This Agreement shall be binding upon the parties hereto, their successors or assigns.

In Witness Whereof, the parties have caused these presents to be executed by their duly authorized officer as of the date hereinbefore set forth.

[Signature forms omitted for printing purposes.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of said Division of Highways.

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

**Execution of Reimbursement Agreements Authorized with Various
Agencies for Reimbursement of Section 8 Transit
Planning Funds for Fiscal Year 1985.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of reimbursement agreements with various agencies for reimbursement of Section 8 transit planning funds for Fiscal Year 1985.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schalter, Volini, Orr, Stone--44.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Policy Committee of the Chicago Area Transportation Study, the Metropolitan Planning Organization for Northeastern Illinois, has by resolution dated March 9, 1984, authorized the City of Chicago to act as fiscal agent for UMTA Section 8 transit planning funds for Fiscal Year 1985; and

WHEREAS, By ordinance passed May 9, 1984 (C.J. 6296-6297) the City Council authorized the Mayor to file a grant application and execute a grant contract with the Urban Mass Transportation Administration for Section 8 transit planning funds for the Northeastern Illinois Region in an amount not to exceed \$2,875,000; and

WHEREAS, The City of Chicago will act as applicant for and administrator of these funds for the following agencies in the Northeastern Illinois Region: the Chicago Area Transportation Study, the Northeastern Illinois Planning Commission, the Regional Transportation Authority and the Chicago Transit Authority; and

WHEREAS, The City of Chicago as applicant for and administrator of these grant funds, must, per UMTA Regulations, External Operating Manual 1000.2, Chapter 2, Section E, enter into agreements with each of the aforesaid agencies to reimburse each agency in accordance with the FY'85 Unified Work Program; and

WHEREAS, The reimbursement of grant funds will be made in accordance with agency budgets as allocated in the Fiscal Year 1985 Northeastern Illinois Unified Work Program, and any subsequent revisions thereto, as endorsed by the Metropolitan Planning Organization and the Urban Mass Transportation Administration; and

WHEREAS, Grant funds from the Federal Government reimbursed to the aforesaid agencies will require no contribution from the City of Chicago; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon review by the Corporation Counsel as to form and legality, reimbursement agreements between the City of Chicago and the: Chicago Area Transportation Study, Regional Transportation Authority, Chicago Transit Authority and the Northeastern Illinois Planning Commission. Said reimbursement agreements to be substantially in the form attached hereto as Exhibit A.

SECTION 2. That the City Comptroller is directed to disburse the grant funds in accordance with the reimbursement agreements.

SECTION 3. That the Commissioner of Public Works is authorized to execute subsequent revisions to the reimbursement agreements.

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

[Exhibit A printed on pages 7736 thru 7740 of this Journal.]

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

The Committee on Finance to which had been referred May 30 and June 6, 1984, 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:

(Continued on page 7741)

EXHIBIT A

CITY OF CHICAGO
REIMBURSEMENT AGREEMENT
FOR FISCAL YEAR UMTA FUNDS

THIS AGREEMENT, entered into as of the _____ day of _____
by and between the City of Chicago, a municipal corporation of the State of
Illinois (hereinafter referred to as the "City") and the
(hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the Policy Committee of the Chicago Area Transportation Study,
the Metropolitan Planning Organization (MPO) for northeastern Illinois has
requested the City to act on its behalf in administering funds received from
the Urban Mass Transportation Administration (UMTA) of the U.S. Department
of Transportation for the purpose of conducting technical planning studies;
and

WHEREAS, the City, through its representatives on the Policy Committee,
has agreed to serve as the administrator for the Fiscal Year UMTA Section
8 Contract; and

WHEREAS, the said UMTA funds are to be used for planning and programming
activities; and

WHEREAS, the Unified Work Program for Fiscal Year _____, which clearly
states each agency's transportation planning and programming responsibilities,
has been approved by UMTA.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. The Agency shall, in a satisfactory manner, perform
all activities called for in accordance with the Fiscal Year _____ Unified
Work Program as approved by the MPO. Changes in the scope of services and work
component budget for Fiscal Year _____ are not to occur unless revisions in
the UWP are approved by the MPO and UMTA.

2. Time of Services. The activities described in the Unified Work
Program for _____ for Fiscal Year _____ shall be carried out
to completion beginning _____, and ending June 30, _____,
unless a carryover of funds is requested by the Agency and approved by UMTA.

3. Reports. Narrative progress reports shall be submitted to the
Chicago Area Transportation Study (CATS), which shall use them to produce a
quarterly Unified Work Program progress report which is to be reviewed by
the UWP Committee of CATS, and then forwarded to the City for inclusion in
its quarterly report to UMTA.

4. Subcontracts. Assignment of any portion of work by subcontract must be part of the Unified Work Program as approved by UMTA. All contracts in excess of \$5,000 shall contain suitable provisions for termination by the Agency, including the manner in which it will be effectuated and the basis for settlement.

5. Prohibited Interest. No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this subcontract or the proceeds thereof.

6. Termination for Default. If, through any cause, the Agency shall default in performance of this Agreement in accordance with its terms, and has failed to cure said default within thirty (30) days after receipt of a notice specifying said default, the City may terminate this Agreement.

7. Termination for Convenience. The City may terminate this Agreement, or any portion of service to be performed herein provided that thirty (30) days notice in writing has been given to the MPO and the Agency. Payment for the work performed before the effective date of said termination shall be based upon an estimate of the services actually performed by the Agency to the date of termination. Said estimate shall be approved by the MPO and UMTA. Payment made to the Agency shall be in full settlement for services rendered under this Agreement. If this Agreement is terminated due to the fault of the Agency, the previous section hereto relative to termination shall apply.

8. Method of Payment. The City shall make payments to the Agency pursuant to billings submitted and approved, setting forth the services performed during said billing period and attaching thereto copies of any expenses incurred. If, due to inappropriate action taken by the Agency, UMTA refuses to reimburse the City for billing already paid to the Agency by the City, the Agency shall return the payment to the City upon request. It is understood that the quarterly progress reports compiled by CATS (see paragraph 3 above) are to be used to satisfy UMTA reporting requirements. Additional reports may be submitted at the discretion of the Agency.

9. Record Retention. Financial records, supporting documents, statistical records, and all other records pertinent to Grant Number _____ shall be retained for a period of three years after the submission of the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds shall be retained for three years after its final disposition.

10. Compensation. The Agency shall receive reimbursement for actual cost to the extent they are eligible and in compliance with Federal Procurement Regulations, Subpart 15.1 and 15.7 and the UMTA External Operating Manual, subject to an upper limit of \$ _____ (Federal share).

11. Audit and Inspection of Records. The Agency agrees to comply with OMB Circular A-102, "Uniform Requirements for Grants-in-Aid to State and Local Government," Attachment P -- Audit Requirements. Specifically, the Agency must provide for an independent audit of financial operations, on an organization-wide basis not less than every two years. Audits will be made in accordance with the General Accounting Office Standard for Audit of Governmental Organizations, Programs, Activities and Functions, the Guideline for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by OMB and generally accepted auditing standards established by the American Institute of Certified Public Accounts. All transportation planning expenditures, as well as compliance for Grant Number _____ should be individually identified and addressed in the audit report and/or footnote to the report. The Agency shall permit authorized representatives of the City, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Agency relative to its performance under Grant Number _____. In the event that an audit reveals that a return of funds to UMTA is necessary, the Agency shall remit such funds to the City for repayment.

12. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. Equal Employment Opportunity and Minority Business Enterprise. The Agency shall submit to the Department of Public Works, Bureau of Transportation Planning and Programming written documentation, within sixty (60) days of the execution of the Reimbursement Agreement or Grant Contract, whichever is later, certification of compliance with the rules and regulations of UMTA relative to EEO, MBE and other provisions of Title VI of the Civil Rights Act of 1964, as outlined in the UWP as approved by UMTA. If for any reason, the Agency loses its UMTA certification for any of the above provisions, the City may withhold payment until UMTA's ruling of the eligibility of the Agency to continue to receive funds is made or until payment for work undertaken by the Agency is made to UMTA.

14. Terms and Conditions. The terms, conditions, and requirements imposed upon the City as grantee by virtue of the aforesaid Grant Contract from UMTA are incorporated into this Agreement and are herewith imposed upon the Agency.

15. Notice. All notices and communications hereunder between the parties are to be directed to the City, addressed to Jerome R. Butler, Commissioner, Department of Public Works, Room 406, City Hall, Chicago, Illinois 60602, and to the Agency, addressed to:

16. Fund Chargeable. Expenditures incurred under the UWP for Fiscal Year shall be payable from the appropriate funds as shown below, subject to the availability of money contained therein.

GRANT NUMBERFUND NUMBERDOLLAR AMOUNT

IN WITNESS WHEREOF, the City and the Agency have executed the Agreement as of the date first written above.

CITY OF CHICAGO:

By _____
Mayor

By _____
City Comptroller

APPROVED:

Department of Public Works

Commissioner

Approved as to Form and Legality

Corporation Counsel

By _____

ATTEST:

City Clerk

(Continued from page 7735)

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schuller, Volini, Orr, Stone--44.

Nays--None.

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

FREE PERMITS.

Brother Rice High School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Brother Rice High School, No. 10001 S. Pulaski Road for an addition on the premises known as No. 10001 S. Pulaski Road.

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

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

Henrotin 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 licenses and permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Henrotin Hospital, No. 111 W. Oak Street for operation of parking facility on the premises known as No. 111 W. Oak Street and No. 1014 N. Clark Street.

Said premises 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.

Northwestern Memorial 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 Northwestern Memorial Hospital for renovation on the premises known as No. 441 E. Ontario Street.

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

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

St. Chrysostom Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Chrysostom Church for remodeling existing church structure on the premises known as 1424 N. Dearborn 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.

St. Elizabeth's 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 St. Elizabeth's Hospital, 1431 N. Claremont Avenue for renovation of diagnostic radiology room on the premises known as St. Elizabeth's Hospital, 1431 N. Claremont Avenue.

Said building shall be used exclusively for medical treatment 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.

Walther Memorial 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 Walther Memorial Hospital, 1116 N. Kedzie Avenue for the construction of a new water line to the 8-inch main running in the alley at the west end of the 3200 block of W. Haddon 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.

**Commissioner of Water Authorized to Remove Fire Hydrant and
Existing Water Mains at S. Wabash Av. from E. 34th St.
to E. 35th St.**

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

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

SECTION 1. The Commissioner of Water shall remove, free of charge, from service a hydrant and four existing water mains at S. Wabash Avenue from E. 34th Street to E. 35th Street.

SECTION 2. This ordinance shall be effective upon due passage.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

**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 30 and June 6, 1984, 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>
All Saints Cathedral 2019 W. Charleston Street	D3-485787 (Sign)	\$ 1,740.00
Byron Center 4001 W. Devon Avenue	B4-330660 (Fire Prev.)	46.00
Chicago Youth Centers 611 W. Adams Street	P1-314600 (Fuel Burn. Equip.)	40.00
Children's Memorial Hospital (sundry locations)	B4-300501 B4-300556 B4-300616 (Bldg.)	69.00 103.50 80.00
Copernicus Foundation 5216 W. Lawrence Avenue	P1-310707 (Fuel Burn. Equip.)	60.00
Guardian Angel Nursery 4600 S. McDowell Avenue	P1-313926 (Fuel Burn. Equip.)	20.00
Bernard Horwich Center 3003 W. Touhy Avenue	D1-331618 (Sign)	7.50
	P1-314496 (Fuel Burn. Equip.)	95.00
LaRabida Children's Hospital 6500 S. Promontory Drive	B4-300337 (Bldg.)	23.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Lower North Center 1000 N. Sedgwick Avenue	D1-331582 (Sign)	\$ 8.90
Mundelein College 1025 W. Sheridan Road	A1-403332 (Elev.)	73.00
Northwest Home for the Aged 6300 N. California Avenue	A1-403064 (Elev.)	46.00
	D3-485925 (Sign)	40.00
Northwestern Memorial Hospital (sundry locations)	A1-400668 (Elev.)	136.00
	B1-315354	46.00
	B2-362570	10.00
	B3-301604	23.00
	B4-300694	126.50
	B4-300695	34.50
	B4-300696 (Bldg.)	57.50
	P1-307502 (Fuel Burn. Equip.)	225.00
Norwood Park Home 6016 N. Nina Avenue	A1-403192 (Elev.)	138.00
Resurrection Hospital 7435 W. Talcott Avenue	"Special Dept. Services" (Fuel Burn. Equip.)	20.00
St. Alphonsus Church 2936-2956 N. Southport Avenue	B3-400354 (Bldg.)	23.00
St. Anne's Hospital 4950 W. Thomas Street	B4-300379 (Bldg.)	57.50
St. Elizabeth Hospital (sundry locations)	B4-300619	23.00
	B4-300621	23.00
	B4-300622	34.50
	B4-300625 (Bldg.)	149.50
South Shore Community Center 7601 S. Phillips Avenue	P1-308953 (Fuel Burn. Equip.)	55.00
University of Chicago (sundry locations)	A1-306167	46.00
	A1-306224	73.00
	A1-306225	23.00
	A1-306595 (Elev.)	75.00
	B4-300236	494.50
	B4-300523	57.50
	B4-300628	69.00
	B4-300634	57.50
	B4-300659	23.00
	B4-300703 (Fire Prev.)	149.50

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
	P1-308326	\$ 125.00
	P1-308328	105.00
	P1-311696	90.00
	P1-312975	65.00
	P1-312976	20.00
	P1-312978	20.00
	P1-312979	20.00
	P1-313251	40.00
	P1-313252	40.00
	P1-313819	90.00
	P1-313821	65.00
	P1-313838	85.00
	P1-313850	40.00
	P1-313852	60.00
	P1-313860	40.00
	P1-313861	35.00
	P1-313862	40.00
	P1-313864	40.00
	P1-313865	100.00
	P1-313899	40.00
	P1-313895	80.00
	P1-313896	20.00
	P1-315605	30.00
	P1-315608	95.00
	P1-315614	110.00
	P1-315616	60.00
	P1-315619	95.00
	P1-315741	220.00
	(Fuel Burn. Equip.)	
	R1-303938	200.00
	(Drwy.)	
Winthrop Towers 4840 N. Winthrop Avenue	P1-303712 (Fuel Burn. Equip.)	140.00

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schalter, Volini, Orr, Stone--44.

Nays--None.

Waiver of Fee Authorized for Holy Rosary Church.

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

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to waive "Permit Fees for a Tent" to be erected on Holy Rosary Church property, No. 612 N. Western Avenue, from July 11 through July 16, 1984.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schalter, Volini, Orr, Stone--44.

Nays--None.

**Authority Granted to Refund Overpayments of Residential
Parking Permits for Certain City Residents.**

The Committee on Finance submitted a report recommending that the City Council pass sixteen proposed orders transmitted therewith, to authorize the refund of five dollars to City residents, representing overpayments for half-year residential parking permits.

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

Yeas--Aldermen Rpti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schalter, Volini, Orr, Stone--44.

Nays--None.

The following are said orders as passed:

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Calvin Burton, 5443 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Gary L. Brosamer, 5441 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Marianne T. Brosamer, 5441 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Michael DeCillo, 5434 S. Normandy Avenue, representing overpayment for Residential Parking Permit fee for the period expiring June 30, 1984.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Russell DeSeno, 5445 S. Narragansett Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Milton E. Keseler, 5417 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to David Grossman, 5424 S. Normandy Avenue, representing overpayment for Residential Parking Permit expiring June 30, 1984.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to JoAnn M. Grula, 5437 S. Normandy Avenue, representing overpayment for Residential Parking Permit expiring June 30, 1984.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Jean M. Kawa, 5435 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Joseph Kawa, 5435 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Melvin Kawa, 5435 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Ronald Kawa, 5435 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to John Lehocky, 5414 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Joseph Puk, 5436 S. Normandy Avenue, representing overpayment for Residential Parking Permit fee which expires June 30, 1984.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to William Triolo, 5445 S. Normandy Avenue, representing overpayment for a 6-month Residential Parking Permit expiring June 30, 1984.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$5.00 to Edward Ziaro, 5443 S. Nashville Avenue, representing overpayment of Residential Parking Permit fee for the period expiring June 30, 1984.

Authority Granted for Installation of Water Mains At Sundry Locations.

The Committee on Finance submitted two proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at sundry locations.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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, Schuller, Volini, Orr, Stone--44.

Nays--None.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In N. Damen Avenue from W. George Street to W. Nelson Street, 1,043 feet of 8-inch ductile iron water pipe,

at the total estimated cost of \$196,502.74, chargeable to Account Number 200-(7930)-Construction.

The above work is to be done under Order No. 71572.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In S. Albany Avenue from W. 5th Avenue to W. Madison Street and in S. Francisco Avenue from W. Adams Street to W. Van Buren Street, 1,523 feet of 8-inch ductile iron water pipe,

at the total estimated cost of \$304,963.74, chargeable to Account Number 200-(7930)-Construction.

The above work is to be done under Order No. 71539.

**Authority Granted for Installation of Drinking Fountains between
S. Kilbourn Av. and Belt Railroad Tracks.**

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

Ordered, That the Commissioner of Water is hereby authorized and directed to give consideration to the installation of "2 drinking fountains" in the Marian Fathers Field, located on the north side of W. 64th Street, between S. Kilbourn Avenue and the Belt Railroad tracks.

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

*Yeas--*Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

**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, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, 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--44.

Nays--None.

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 favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 7750
thru 7753 of this Journal.]

and

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

[Third party order printed on page 7754 of this Journal.]

*Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
ISSUANCE OF 1984 CHICAGO-O'HARE INTERNATIONAL
AIRPORT GENERAL AIRPORT REVENUE BONDS.*

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

CHICAGO, June 20, 1984.

To the President and Members of the City Council:

Your Committee on Finance, which considered an ordinance authorizing the issuance of 1984 Chicago-O'Hare International Airport General Airport Revenue Bonds in the aggregate, principal amount not to exceed: \$300,000,000 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 19 members of the committee with 2 dissenting votes.

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

(Continued on page 7755)

REPORT DATE 6/19/84
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/20/84

REGULAR ORDERS

PAGE 2
TERMINAL--W1
OPERATOR--MIC

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALEXANDER	MICHAEL	POLICE OFFICER	SECOND DISTRICT	3/02/84 251.00
ANTONUCCI	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/12/83 295.00
BAKER	VERNON	POLICE OFFICER	ELEVENTH DISTRICT	3/31/81 600.12
BARANOWSKI	JOHN	SERGEANT	SEVENTH DISTRICT	3/06/84 30.00
BART	JAMES M	POLICE OFFICER	FOURTEENTH DISTRICT	10/13/83 20.00
BORKOWSKI	ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/29/84 132.50
BRANN	DEXTER I	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/84 232.39
BRANUM	RONALD	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	3/08/84 296.60
BURKART	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/27/83 145.00
BURKE	JOHN J	POLICE OFFICER	EIGHTH DISTRICT	3/29/84 307.00
BURZINSKI	ROSEMARY	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	3/20/84 23.00
BYRNE	MICHAEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/83 174.50
CAREY	JOHN D	POLICE OFFICER	TWENTIETH DISTRICT	3/19/84 58.00
CELANO	BENEDICT	POLICE OFFICER	FIFTEENTH DISTRICT	3/29/84 91.00
CONONE	RALPH	POLICE OFFICER	DETAIL UNIT	7/08/83 913.00
COOLEY	JOSEPH A	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	8/31/83 14.50
COPELAND	ANDRE L	POLICE OFFICER	THIRD DISTRICT	3/01/84 99.39
CORCORAN	AUSTIN	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	3/18/84 358.50
COSTELLO	THOMAS J	POLICE OFFICER	FIFTH DISTRICT	3/26/84 35.00
CROSSON	WADE	POLICE OFFICER	CRIME LABORATORY DIVISION	7/02/83 40.00
DALY	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/13/84 229.15
DANIELS	DAVID L	POLICE OFFICER	EIGHTH DISTRICT	3/23/84 193.00
DAWSON	PHYLLIS	POLICE OFFICER	FIFTH DISTRICT	6/28/83 120.00
DEBK	EDWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/07/83 24.00
DIXON	OLLIE R	POLICE OFFICER	SEVENTH DISTRICT	3/24/84 70.00
DOUGLAS	LOLITA	POLICE OFFICER	SIXTH DISTRICT	3/08/84 214.75
DUGAN	RICHARD J	POLICE OFFICER	SEVENTH DISTRICT	3/01/84 139.00
ECKSTROM	THOMAS D	POLICE OFFICER	MARINE UNIT	3/13/84 557.39
EGAN	MICHAEL P	POLICE OFFICER	TENTH DISTRICT	11/02/83 229.30
EHRENSTROM	JOHN	POLICE OFFICER	FIFTH DISTRICT	3/12/84 312.75
FENNER	HARRY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/06/84 111.00
FESSETT	THOMAS	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/26/84 74.00
FLASHING	JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/24/84 378.00
FLORES	DIEGO	POLICE OFFICER	FOURTEENTH DISTRICT	3/26/84 113.00
FLORES	LUIS JR	POLICE OFFICER	ENFORCEMENT SECTION	3/08/84 1955.95
FRANZEN	TERRENCE	POLICE OFFICER	SIXTH DISTRICT	11/03/83 1411.05
FULLER	THOMAS P	POLICE OFFICER	EIGHTEENTH DISTRICT	3/24/84 251.00
GARCIA	VICTOR	POLICE OFFICER	FOURTH DISTRICT	3/22/84 1274.90
GAROFALO	JOSEPH	POLICE OFFICER	DETAIL UNIT	8/10/83 95.00
GLYNN	JAMES M	POLICE OFFICER	SEVENTH DISTRICT	8/19/83 38.00
GRIFFIN	ANTHONY W	POLICE OFFICER	ENFORCEMENT SECTION	3/21/84 428.00
GRIFFIN	WILLIAM E	POLICE OFFICER	INTELLIGENCE SECTION	3/20/84 534.00
GUARNIERI	JOHN A	POLICE OFFICER	ELEVENTH DISTRICT	3/14/84 168.50
HAYNES	EDWARD	POLICE OFFICER	SEVENTH DISTRICT	3/14/84 60.00
HEIMANN	WAYNE K	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/03/82 1043.00
HILL	REGINALD	POLICE OFFICER	FOURTH DISTRICT	3/27/84 111.25
HOLMSTROM	HARRY J	POLICE OFFICER	EIGHTEENTH DISTRICT	3/06/84 105.25
JANDA	JOHN S	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	1/10/84 1246.00
JONES	RALPH	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/83 460.75

June 20, 1984

REPORTS OF COMMITTEES

7751

REPORT DATE 6/17/84
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/20/84

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KALBFELL ROBERT C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/03/84	147.00
KELLY III MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	7/14/80	130.00
KLUG CHARLES	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/03/84	67.00
KODATT EDWARD R	POLICE OFFICER	VICE CONTROL SECTION	3/13/84	103.85
KORAL WAYNE R	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/26/84	86.50
KURZ LEONARD G	POLICE OFFICER	FOURTEENTH DISTRICT	3/24/84	113.00
LACNY ROGER E	POLICE OFFICER	EIGHTH DISTRICT	1/26/84	800.00
LEE REVERLY	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	3/03/84	165.50
LISTOWSKI ROBERT	POLICE OFFICER	FOURTH DISTRICT	3/25/84	95.00
LYONS BRIAN D	POLICE OFFICER	SEVENTH DISTRICT	3/14/84	161.00
MAYNARD GARY	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/25/83	665.00
MCCLORY WAYNE L	POLICE OFFICER	SIXTEENTH DISTRICT	9/06/83	12.00
MCDERMOTT WILLIAM	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTRATION	3/07/84	25.00
MCKNABB ROBERT	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/29/84	244.05
MCMAHON THOMAS L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	3/24/84	177.40
MERTENS VAL M	POLICE OFFICER	TWENTIETH DISTRICT	2/14/84	622.00
MURPHY THOMAS G	POLICE OFFICER	FOURTEENTH DISTRICT	3/02/84	104.00
NELIGAN DAVID M	POLICE OFFICER	NINTH DISTRICT	10/26/82	110.00
NIELSEN ARTHUR M	POLICE OFFICER	TWENTIETH DISTRICT	3/28/84	304.00
OBERMAIER RICHARD J	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	3/18/84	130.00
OCONNOR TERRENCE	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	3/02/84	175.00
ODONNELL WILLIAM M	POLICE OFFICER	FOURTEENTH DISTRICT	3/26/84	64.35
OLSEN ARTHUR T	POLICE OFFICER	FOURTEENTH DISTRICT	3/14/84	117.00
OSHEA JOHN M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/10/84	196.25
OVERTON SUSAN P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/15/84	158.52
PABON JOSEPH L	POLICE OFFICER	VICE CONTROL SECTION	3/06/84	327.50
PRUBANOWSKI THOMAS M	POLICE OFFICER	SEVENTEENTH DISTRICT	1/13/82	1240.00
RAWLS TANYIA	POLICE OFFICER	SECOND DISTRICT	3/05/84	82.00
RIMKUS JOHN J	POLICE OFFICER	FIRST DISTRICT	3/09/84	77.60
ROTHGEB HARLAN E	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT CR	3/26/84	113.00
RUCKRICH CATHERINE J	POLICE OFFICER	EIGHTEENTH DISTRICT	3/17/84	182.00
RYAN WILLIAM P	POLICE OFFICER	THIRTEENTH DISTRICT	3/17/84	140.00
RYNNE EDWARD	POLICE OFFICER	SEVENTH DISTRICT	12/22/83	249.10
SALUSTRO LINDA F	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/06/84	164.50
SCHULD JOHN M	POLICE OFFICER	FOURTEENTH DISTRICT	3/24/84	30.00
SHEAHAN PATRICK K	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	3/07/84	176.50
SKOREK FRANK W	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/27/84	186.25
SOIL VAN T	POLICE OFFICER	EIGHTH DISTRICT	3/20/84	178.00
SRENIAWSKI JOHN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	3/28/84	124.00
STANCZYK ARTHUR H	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/22/84	42.00
STREETS BAXTER	POLICE OFFICER	SIXTH DISTRICT	3/26/84	71.55
TINSMAN THOMAS P	POLICE OFFICER	SECOND DISTRICT	3/19/84	93.00
TOUSSAS CHARLES J	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	2/23/83	136.36
VASTINE LOUISE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/18/84	104.50
VELEZ LEO	POLICE OFFICER	FOURTEENTH DISTRICT	3/13/84	30.00
WAGNER RICHARD	POLICE OFFICER	TWELFTH DISTRICT	12/14/83	170.00
WALLACE RONALD J	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	3/14/84	104.00
WALTEMATH JAMES J	POLICE OFFICER	EIGHTH DISTRICT	11/25/83	432.00
WILKOWSKI EDWARD M	POLICE OFFICER	THIRTEENTH DISTRICT	3/13/84	125.00

REPORT DATE 6/19/84
PROGRAM--PF070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/20/84

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WORTMAN JOHN	LIEUTENANT	TWENTY-THIRD DISTRICT	11/23/83	2250.00
ZOREK DENNIS	POLICE OFFICER	EIGHTH DISTRICT	10/28/83	5404.50
ZETTERGREN CHARLES W	POLICE OFFICER	TENTH DISTRICT	1/26/84	25.00
ZIOLKOWSKI RAYMOND F	POLICE OFFICER	FIRST DISTRICT	3/17/84	85.00
ANIOLOWSKI KENNETH	LIEUTENANT	TRUCK 21	4/21/84	88.00
BERNATSKI GERALD	ENGINEER	ENGINE COMPANY 60	2/25/84	128.00
BOWEN DARYL	FIREFIGHTER	SQUAD 6	4/01/84	69.00
BRANNIGAN KEVIN	FIREFIGHTER	ENGINE COMPANY 120	2/09/84	103.50
BUDILL EDWARD	FIREFIGHTER	ENGINE COMPANY 104	1/30/84	83.20
CLAYDOURNE RONALD	FIREFIGHTER	TRUCK 11	5/16/84	120.00
CLIFF JAMES	LIEUTENANT	TRUCK 31	9/25/83	22.00
CONROY ANN	PARAMEDIC	AMBULANCE 3	11/25/83	400.00
CRONK JAMES M	LIEUTENANT	FIRE PREVENTION	3/27/84	16.00
EMERY JOHN E	CAPTAIN	TRUCK 39	1/17/84	12.00
FITZGERALD RICHARD	LIEUTENANT	ENGINE COMPANY 5	4/16/84	235.00
FITZPATRICK ROBERT	LIEUTENANT	ENGINE COMPANY 32	2/29/84	49.00
FLEMING LEROY	FIREFIGHTER	TRUCK 35	4/28/84	233.25
GAVIN EDWARD	CAPTAIN	SQUAD 6	4/01/84	125.00
GLOVER ANTHONY	FIREFIGHTER	ENGINE COMPANY 113	5/10/84	248.85
GRIFFIN ROBERT L	FIREFIGHTER	ENGINE COMPANY 4	12/08/83	12.50
HOMENSTEIN THOMAS	FIREFIGHTER	ENGINE COMPANY 108	4/23/84	107.00
HOUGH GEORGE T	FIREFIGHTER	TRUCK 29	5/10/84	77.00
KELLY DANIEL	FIREFIGHTER	ENGINE COMPANY 123	4/30/84	158.00
KLEINICK WILLIAM	FIREFIGHTER	SQUAD 6	5/08/84	83.50
KOSIOR BARBARA	PARAMEDIC	AMBULANCE 4	4/25/84	171.50
KOSTOLANSKY ROBERT	FIREFIGHTER	TRUCK 45	5/07/84	196.10
LAHEY JAMES	CAPTAIN	ENGINE COMPANY 22	12/08/83	283.00
LALLY MICHAEL	LIEUTENANT	ENGINE COMPANY 69	12/23/83	276.00
LAMBRECHT RICHARD	FIREFIGHTER	ENGINE COMPANY 95	2/11/84	30.00
LAMM PHILIP	FIREFIGHTER	TRUCK 24	5/06/84	198.85
MCGOVERN EDWARD	FIREFIGHTER	ENGINE COMPANY 88	5/01/84	48.15
MCGUINNESS PATRICK J	PARAMEDIC	AMBULANCE 23	5/07/83	94.00
MCGUINNESS PATRICK J	PARAMEDIC	AMBULANCE 23	9/19/83	64.00
MCLARY JOSEPH	PARAMEDIC	AMBULANCE 32	4/07/84	231.50
MCPOLIN JOHN T	PARAMEDIC	AMBULANCE 36	2/15/84	163.00
MURDOCK HARRY	FIREFIGHTER	ENGINE COMPANY 75	6/13/83	234.00
MURPHY THOMAS	FIREFIGHTER	TRUCK 22	5/11/84	93.50
NUVAK EDWIN	CAPTAIN	ENGINE COMPANY 14	3/16/84	30.00
PAJOR DAVID	PARAMEDIC	DISTRICT RELIEF 1	4/19/84	226.88
PATRICELLI MARC	FIREFIGHTER	ENGINE COMPANY 78	4/21/84	168.00
PIERCE JAMES	CAPTAIN	ENGINE COMPANY 116	1/22/84	15.00
PINKSTON ERNIE	FIREFIGHTER	SQUAD 1	1/23/84	360.00
QUINN DONALD	LIEUTENANT	BATTALION 22	3/09/84	183.15
RAINEY STANLEY	FIREFIGHTER	ENGINE COMPANY 113	4/10/84	268.00
REIDY PATRICK M	LIEUTENANT	ENGINE COMPANY 113	5/10/84	90.15
REILLY EDWARD	FIREFIGHTER	TRUCK 8	1/30/80	239.00
ROGERS WILLIAM	FIREFIGHTER	ENGINE COMPANY 49	4/30/84	238.00
SACHMAN NORMAN	ENGINEER	ENGINE COMPANY 7	9/18/82	195.00
SANTIAGO JOSE A	FIREFIGHTER	SQUAD 2	2/26/83	180.25

June 20, 1984

REPORTS OF COMMITTEES

7753

REPORT DATE 6/19/84
PROGRAM--PFROTO

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/20/84

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SHEEHAN JOHN J	LIEUTENANT	DISTRICT RELIEF 1	5/23/82	650.00
SHEEHAN MICHAEL	FIREFIGHTER	ENGINE COMPANY 39	9/02/83	50.00
SINOPOLI ENZO	PARAMEDIC	AMBULANCE 11	2/17/84	140.25
SKORACZEWSKI-LOUGHNEY MAUREEN E	PARAMEDIC	ENGINE COMPANY 49	3/23/84	128.00
THOMAS JAMES	FIREFIGHTER	TRUCK 50	3/17/84	209.15
VANDORPE PETER	FIREFIGHTER	TRUCK 22	4/27/84	54.00
WILLENS JACOB	PARAMEDIC	AMBULANCE 13	7/12/83	102.00
WILLIAMS JAMES	FIREFIGHTER	ENGINE COMPANY 30	9/06/83	32.00

REPORT DATE 6/19/84
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/20/84

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AKINS JR ROBERT	POLICE OFFICER	FOURTH DISTRICT	3/06/84	50.90
AMARI LOUIS	POLICE OFFICER	ELEVENTH DISTRICT	2/25/84	480.25
BOYCE GREGORY J	POLICE OFFICER	FOURTH DISTRICT	3/01/84	189.50
BURMISTRZ PAMELA	POLICE OFFICER	NINTH DISTRICT	3/19/84	319.50
CALDERON FRANCIS	POLICE OFFICER	TENTH DISTRICT	3/23/84	200.00
CALLOZZO PHILLIP A	POLICE OFFICER	ENFORCEMENT SECTION	3/22/84	260.50
CANTEBURY LARRY W	POLICE OFFICER	EIGHTH DISTRICT	2/19/84	128.00
CARTEGENA JJSE	POLICE OFFICER	TENTH DISTRICT	3/23/84	177.00
CASTANEDA EFREN	POLICE OFFICER	NINTH DISTRICT	3/19/84	224.50
CHAMBERLIN JOHN	SERGEANT	PREVENTIVE PROGRAMS DIVISION	3/15/84	587.16
CHERNIKOVICH RICHARD	POLICE OFFICER	THIRTEENTH DISTRICT	3/26/84	202.00
COYNE JOHN C	POLICE OFFICER	TENTH DISTRICT	5/29/81	13880.50
CURRY WILLIAM R	POLICE OFFICER	ENFORCEMENT SECTION	3/22/84	181.50
DALLIO MATTHEW J	POLICE OFFICER	NINTH DISTRICT	3/16/84	174.00
DIAZ WILLIAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/07/84	126.35
ENAUPT JOHN A	POLICE OFFICER	SEVENTEENTH DISTRICT	8/29/83	835.00
ERKLIN ROBERT E	POLICE OFFICER	EIGHTH DISTRICT	3/09/84	77.00
FICARO JEROME A	POLICE OFFICER	EIGHTH DISTRICT	3/17/84	36.00
FIESTER BARBARA	POLICE OFFICER	TWENTIETH DISTRICT	3/07/84	185.00
GOFRON JOHN	POLICE OFFICER	FOURTEENTH DISTRICT	11/06/83	427.00
JAGIELLO JOSEPH	POLICE OFFICER	THIRTEENTH DISTRICT	12/05/83	515.00
KING AMY S	POLICE OFFICER	SEVENTEENTH DISTRICT	1/23/84	131.00
PARADAY LINDA	POLICE OFFICER	NINTH DISTRICT	11/18/83	47.50
PAVICH MICHAEL	POLICE OFFICER	ENFORCEMENT SECTION	12/11/83	904.99
REDMAN LAUREL	POLICE OFFICER	DETAIL UNIT	2/10/84	205.00
RICE MARY ANN	POLICE OFFICER	EIGHTH DISTRICT	1/28/84	59.00
ROBINSON RONALD	POLICE OFFICER	FIFTEENTH DISTRICT	10/22/83	2297.50
RODRIGUEZ RUOY	POLICE OFFICER	TENTH DISTRICT	2/16/84	179.00
SIDES LONNIE	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/27/83	3303.25
STEIN RICHARD J	POLICE OFFICER	NINTH DISTRICT	1/24/84	192.00
VANVRANKEN WILLIAM	POLICE OFFICER	NINTH DISTRICT	8/28/82	425.00
VITULSKI DEAN S	POLICE OFFICER	EIGHTEENTH DISTRICT	11/27/83	1047.95

(Continued from page 7749)

[The proposed ordinance transmitted with the foregoing committee report is printed on pages 7756 thru 7796 of this Journal.]

COMMITTEE ON AGING AND DISABLED.

**Municipal Code of Chicago Amended by Adding New Chapter
7.3 Entitled, "Department on Aging and Disability".**

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

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 7.3 entitled, "Department on Aging and Disability" in italics as follows:

7.3-1 There is hereby created and established an executive department of the municipal government of the City of Chicago which shall be known as the Department on Aging and Disability. Said department shall embrace a Commissioner of Aging and Disability, and such deputies, assistants and employees as the City Council may provide by the annual appropriation ordinance.

7.3-2. There is hereby created and established the Office of Commissioner on Aging and Disability. The commissioner shall serve as head of the Department on Aging and Disability, and shall supervise activities of the department. The commissioner shall be appointed by the Mayor, by and with the consent of the City Council.

7.3-3. The Commissioner on Aging and Disability and employees of the department shall receive such compensation as may be fixed by the City Council.

7.3-4. The duties and powers of the commissioner shall be as follows:

- (a) To cooperate with the Mayor, the City Council, City departments, agencies and officials in formulating and executing comprehensive programs, (1) that enhance the opportunities for older persons and disabled persons of all ages to live independently in their own homes and communities, and to live with dignity when residing in institutions, and (2) that serve the pre-retirement population and cross the generations;*
- (b) To recommend such legislative action as he or she may deem appropriate to implement the policy of the department;*
- (c) To enlist and encourage the cooperation of all public and voluntary agencies, racial, religious and ethnic groups, community organizations, fraternal and benevolent societies, veterans organizations, professional and technical organizations, and other groups in the City of Chicago, working to implement the policy of the department;*
- (d) To cooperate with state and federal agencies whenever he or she deems such action to be appropriate in implementing the policy of the department;*
- (e) To conduct public hearings, carry on research or otherwise obtain factual data, issue publications and make recommendations that implement the policy of the department;*
- (f) To render an annual report to the Mayor and City Council.*

7.3-5. The department may accept offers of gifts or grants from the United States, the State of Illinois, their agencies or officers, or from any person, firm or corporation of services, equipment, supplies, materials or funds, and may expend such receipts on projects that implement the policy of the department.

(Continued on page 7797)

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$300,000,000 AGGREGATE PRINCIPAL AMOUNT OF CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT REVENUE BONDS AND CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT SECOND LIEN REVENUE BONDS, AND DETERMINING CERTAIN MATTERS RELATED THERETO.

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 (the "Constitution") having a population in excess of 25,000 and is a home rule unit under Section 6(a) of Article VII of the Constitution; and

WHEREAS, the City currently owns and operates an airport known as Chicago-O'Hare International Airport; and

WHEREAS, the City has heretofore issued and may hereafter issue its First Lien Bonds (as hereinafter defined) pursuant to the General Airport Revenue Bond Ordinance (as hereinafter defined) for the purposes described therein, and the City has determined to issue one or more series of 1984 First Lien Bonds (as hereinafter defined) pursuant to the General Airport Revenue Bond Ordinance and Part B of this ordinance for the purposes described in said Part B; and

WHEREAS, Section 705 of the General Airport Revenue Bond Ordinance permits the City to issue, from time to time, its Junior Lien Obligations (as defined in the General Airport Revenue Bond Ordinance), and the City has heretofore issued a Junior Lien Obligation evidenced by its Junior Lien Note (as hereinafter defined); and

WHEREAS, the City desires to provide for the issuance and/or security of additional Junior Lien Obligations on a parity with the Junior Lien Note, said Junior Lien Obligations being sometimes hereinafter called "Second Lien Obligations", and for such purpose it is necessary and desirable for the City to enter into the Master Indenture (as hereinafter defined); and

WHEREAS, the City has determined to issue Second Lien Obligations consisting of one or more series of 1984 Second Lien Bonds (as hereinafter defined) pursuant to the Master Indenture, a related Supplemental Indenture (as hereinafter defined) and Part C of this ordinance for the purposes described in said Part C; and

WHEREAS, with respect to each series of 1984 Second Lien Bonds, the City desires to enter into a 1984 Reimbursement Agreement (as hereinafter defined) with a Bank (as hereinafter defined) providing for the execution and delivery by the City of a Second Lien Obligation consisting of a 1984 Second Lien Bank Note (as hereinafter defined) to evidence the City's obligations to the Bank thereunder and in consideration of the issuance by such Bank of a Letter of Credit (as hereinafter defined) as security for such series of 1984 Second Lien Bonds; and

WHEREAS, the City proposes to sell not to exceed \$300,000,000 in aggregate principal amount of 1984 First Lien Bonds and 1984 Second Lien Bonds (collectively the "1984 Airport Obligations") in the manner hereinafter authorized in one or more series; and

WHEREAS, there have been prepared and presented to this meeting of the City Council preliminary Official Statements (as hereinafter defined) relating to the initial series of 1984 Airport Obligations;

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

PART A

This ordinance authorizes the issuance of not to exceed \$300,000,000 aggregate principal amount of 1984 Airport Obligations on or before July 1, 1985 as follows:

(i) Part B hereof authorizes the issuance, from time to time, of 1984 First Lien Bonds in one or more series, in such principal amounts and with such terms and provisions as therein set forth; and (ii) Part C hereof authorizes the issuance, from time to time, of 1984 Second Lien Bonds in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the Master Indenture and the related Supplemental Indenture therein approved. Part C of this ordinance also authorizes, in connection with issuance of and as security for each series of 1984 Second Lien Bonds, the execution and delivery of a 1984 Reimbursement Agreement and a 1984 Second Lien Bank Note pursuant thereto.

The City Council hereby finds and determines as follows:

(a) that the airport expansion and improvements contemplated in the Airport Development Plan (as defined in

the General Airport Revenue Bond Ordinance) involve numerous expenditures over an extended period of time;

(b) that all of the Capital Projects (as hereinafter defined) and other cost items to be financed through the expenditure of proceeds of the 1984 First Lien Bonds and 1984 Second Lien Bonds have been approved by this City Council as part of the Airport Development Plan or otherwise;

(c) that determinations with respect to the optimal timing and amounts of such expenditures for particular approved Capital Projects or purposes and with respect to the optimal allocation of such proceeds to particular Capital Projects and purposes should be based upon engineering and construction management judgments made from time to time;

(d) that the City's ability to issue 1984 First Lien Bonds and 1984 Second Lien Bonds from time to time prior to July 1, 1985 without further action by this City Council in separate series, at various times, in various principal amounts and with various interest rates, maturities, redemption provisions, and other terms will enhance the City's opportunities to obtain financing for Chicago-O'Hare International Airport, as needed, upon the most favorable terms available, whether in the form of short-term variable rate financing or in the form of long-term fixed rate financing; and

(e) that in order to provide the optimal allocations of proceeds of 1984 First Lien Bonds and 1984 Second Lien Bonds to particular Capital Projects and other cost

items according to the engineering and construction needs of Chicago-O'Hare International Airport and in order to provide continuing and adequate financing for the aforesaid purposes on the most favorable terms available, the delegations of authority to the Mayor, the City Comptroller, the Chairman of the Committee on Finance of the City Council and the other authorized officers of the City which are contained in this ordinance, including the authority to make the specific determinations described in clauses (c) and (d), above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations.

PART B

ARTICLE I

Authority and Definitions

Section 1.1. Authority. This Part B, sometimes herein called the Second Supplemental Ordinance, is a Supplemental Ordinance within the meaning of, and is adopted pursuant to, and in accordance with, the provisions of Section 1001(e) of the General Airport Revenue Bond Ordinance and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois.

Section 1.2. Definitions.

(a) Except as provided in this Section or in Section 1.3 of this Second Supplemental Ordinance, all defined terms contained in this Second Supplemental Ordinance shall have the same meanings, respectively, as such defined terms are given in the General Airport Revenue Bond Ordinance.

(b) As used in this Second Supplemental Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"1984 Capitalized Interest Account" means the 1984 Capitalized Interest Account established by Section 3.3 of this Second Supplemental Ordinance.

"Contract of Purchase" means a Contract of Purchase between the City and the Underwriters pursuant to which the City may sell and the Underwriters may purchase, from time to time, a Series of 1984 First Lien Bonds.

"First Lien Bonds" means any of the Bonds of the City authenticated and delivered under and pursuant to Article II of the General Airport Revenue Bond Ordinance.

"1984 First Lien Bonds" means, collectively, the several Series of Bonds authorized by Section 2.1 of this Second Supplemental Ordinance.

"First Supplemental Ordinance" means the ordinance adopted by the City Council of the City on March 31, 1983, entitled "First Supplemental Ordinance Authorizing The Issuance and Sale of Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and B".

"General Airport Revenue Bond Ordinance" means the ordinance adopted by the City Council of the City on March 31, 1983, entitled "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds".

"Junior Lien Note" means the Junior Lien Note as defined in Part C of this ordinance.

"Official Statement" means a preliminary or a final Official Statement of the City relating to a Series of 1984 First Lien Bonds.

"1984 Second Lien Bonds" means the 1984 Second Lien Bonds as defined in Part C of this ordinance.

"Second Supplemental Ordinance" means this Part B of this ordinance as originally adopted and as the same may from time to time be amended or supplemented.

"Underwriters" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Smith Barney, Harris Upham & Co. Incorporated and Drexel Burnham Lambert Incorporated, as representatives, and such other firms as may be named as underwriters in any Contract of Purchase.

Section 1.3. Interpretation. The interpretation of this Second Supplemental Ordinance, unless the context otherwise requires, shall be governed by the provisions of Section 103 of the General Airport Revenue Bond Ordinance except that in this Second Supplemental Ordinance (a) the terms "hereby", "hereof", "hereto", "hereunder", "herein" and any similar terms used herein refer to this Second Supplemental Ordinance, (b) the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Second Supplemental Ordinance, and (c) Articles and Sections mentioned herein by number only are the respective Articles and Sections of this Second Supplemental Ordinance.

ARTICLE II

Authorization, Terms and Issuance of 1984 First
Lien Bonds; Form of 1984 First Lien BondsSection 2.1. Authorization of Several Series of
1984 First Lien Bonds, Maximum Principal Amount, Designation
and Series.

(a) Several Series of 1984 First Lien Bonds are hereby authorized to be issued, from time to time, pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, the General Airport Revenue Bond Ordinance and this Second Supplemental Ordinance for the purposes specified in Section 2.2 of this Second Supplemental Ordinance. The maximum aggregate principal amount of 1984 First Lien Bonds which may be issued under this Second Supplemental Ordinance shall not exceed \$300,000,000, less the aggregate principal amount of 1984 Second Lien Bonds issued pursuant to Part C of this ordinance. The 1984 First Lien Bonds shall not be issued subsequent to July 1, 1985. The 1984 First Lien Bonds shall be entitled "Chicago-O'Hare International Airport General Airport Revenue Bonds" and may be issued in up to five separate Series, appropriately designated to indicate the order of their issuance.

(b) The 1984 First Lien Bonds of each Series shall mature not later than January 1, 2017. The 1984 First Lien Bonds of each Series shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the principal amount is paid or duly provided for, payable on January 1 and July 1 in each year at a rate or rates not in excess of 17% per annum,

computed on the basis of a 360-day year consisting of twelve 30-day months, provided that the aggregate Annual Debt Service due in any Bond Year with respect to all Series of 1984 First Lien Bonds shall not exceed \$51,500,000 (the "Aggregate Limit") and the Annual Debt Service due in any Bond Year with respect to any Series shall not exceed the product of (i) the Aggregate Limit multiplied by (ii) a fraction the numerator of which is the aggregate principal amount of such Series and the denominator of which is \$300,000,000.

Interest on each 1984 First Lien Bond shall be payable by check or draft mailed to the registered owner thereof at the address of such owner, appearing at the close of business on the 15th day of the calendar month next preceding such interest payment date, on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

(c) Subject to the limitations set forth in this Section and in accordance with the findings and determinations set forth in Part A of this ordinance, authority is hereby delegated to either the Mayor or the City Comptroller, and the Chairman of the Committee on Finance of the City Council, acting jointly, to determine the aggregate principal amount of each Series of 1984 First Lien Bonds to be issued, the dates thereof, the maturities thereof, the provisions for optional redemption thereof, if any, the schedule of Sinking Fund Payments to be applied to the mandatory redemption thereof (which such mandatory redemption shall be at a Redemption Price equal to the principal amount of each 1984 First Lien Bond to be redeemed, without premium, plus

accrued interest to the redemption date), if any, the rate or rates of interest payable thereon and the first interest payment date therefor.

Section 2.2. Purposes. Pursuant to Section 103 of the General Airport Revenue Bond Ordinance, each Series of 1984 First Lien Bonds may be issued for one or more of the following purposes:

(a) the payment, or the reimbursement for the payment, without duplication of amounts paid pursuant to paragraph (i) below, of all or a portion of the costs of the designing, constructing and equipping of the Capital Projects described in the Airport Development Plan;

(b) the payment, or the reimbursement for the payment, of all or a portion of the costs of the designing, constructing and equipping of the Capital Project known as the "Fueling System Project" which is not currently described in the Airport Development Plan. The Fueling System Project consists of two independent fueling systems cross connected to provide added fueling capabilities and an expansion of the existing fuel tank farm that will provide additional primary pumping facilities through the existing piping system to a new super satellite servicing Concourses E, F, G, H and K, the relocated Truck Fill Stand, the proposed International Terminal and new Air Cargo Area.

(c) the payment, or the reimbursement for the payment, of all or a portion of the costs of the following Capital Projects which are not described in the Airport Development Plan:

1. FAA-required Taxiway centerline lighting pursuant to §8.02 of the Airport Use Agreements.
2. Tenant improvements pursuant to §9.12 of the Airport Use Agreements.
3. Relocation costs of certain airlines pursuant to §9.13 of the Airport Use Agreements.

(d) the payment, or the reimbursement for the payment, of the costs of architectural and engineering management and supervisory consulting services;

(e) the deposit of moneys in the Debt Service Reserve Fund and a 1984 Capitalized Interest Account;

(f) the payment of Costs of Issuance of such Series of 1984 First Lien Bonds;

(g) the funding of the Operation and Maintenance Reserve Fund;

(h) the funding of the Junior Lien Obligation Debt Service Fund for the purpose of prepaying, in whole or in part, the Junior Lien Note; and

(i) the refunding of a portion of the Series 1982 Bonds.

Section 2.3. Denominations, Numbers and Additional Designation. Each 1984 First Lien Bond shall be issued in fully registered form without coupons in the denomination of \$5,000, or any integral multiple thereof. The 1984 First Lien Bonds of each Series shall be numbered consecutively from one upwards in order of issuance and shall bear such additional letter or number Series designation as may be

determined by Authorized Officers of the City prior to the authentication and delivery of such Series.

Section 2.4. Form of 1984 First Lien Bonds and Certificate of Authentication. Subject to the provisions of the General Airport Revenue Bond Ordinance, each 1984 First Lien Bond, the form of assignment thereof and the Certificate of Authentication thereon shall be in substantially the following forms, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by this Second Supplemental Ordinance or by the General Airport Revenue Bond Ordinance:

[FORM OF BOND]

[FORM OF FACE OF BOND]

Registered

Registered

CITY OF CHICAGO
CHICAGO-O'HARE INTERNATIONAL AIRPORT
GENERAL AIRPORT REVENUE BOND,
198__ SERIES ____

____% [Maturity Date] [Dated Date] CUSIP _____

The CITY OF CHICAGO (hereinafter sometimes called the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay, from the sources and in the manner hereinafter provided, to _____ or registered assigns, the principal sum of _____ (\$ _____), on the maturity date specified above unless redeemed prior thereto as hereinafter provided, and to pay the registered owner hereof interest thereon from the date hereof, or from the most recent date to which interest has been paid or duly provided for, to the date of maturity or earlier redemption of this Bond, at the interest rate per annum specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on _____ 1, 198__ and semi-annually thereafter on each January 1 and July 1 until the City's obligation with respect to the payment of such principal sum shall be discharged.

Interest on this Bond is payable by check or draft, mailed to the registered owner hereof at the address of such owner, appearing at the close of business on the 15th day of the calendar month next preceding such interest payment date, on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee hereinafter mentioned. Principal of, and any premium on, this Bond are payable only upon presentation and surrender hereof at the principal corporate trust office of the Trustee. All such payments shall be made in lawful money of the United States of America.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Chicago-O'Hare International Airport General Airport Revenue Bonds" (herein called the "Bonds"), issued and to be issued in various series under and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and the ordinance adopted by the City Council of the City on March 31, 1983, entitled "An Ordinance Authorizing The Issuance By The City of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds" (herein called the "Bond Ordinance") and the supplemental ordinances authorizing the issuance of such series.

The Bonds are limited obligations of the City payable solely from Revenues (as such term is defined in the Bond Ordinance) derived by the City from the use and operation of Chicago-O'Hare International Airport and certain other moneys and securities held by the Trustee and are entitled to the pledge under the Bond Ordinance of all Revenues and all moneys and securities held or set aside or to be held or set aside pursuant to the Bond Ordinance, subject only to the provisions of the Bond Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth therein. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal and redemption premium, if any, of, and interest on, the Bonds.

As provided in the Bond Ordinance, Bonds may be issued from time to time pursuant to supplemental ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Ordinance. The aggregate principal amount of Bonds which may be issued pursuant to the Bond Ordinance is not limited and all Bonds issued and to be issued pursuant to the Bond Ordinance are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Bond Ordinance.

This Bond is one of a series of Bonds designated "198__ Series __ Bonds" (herein called the "198__ Series __ Bonds"), issued in the aggregate principal amount of \$_____ pursuant to the Bond Ordinance and the supplemental ordinance of the City which comprises Part 3 of an ordinance of the City adopted on _____, 1984,

entitled "An Ordinance Authorizing The Issuance Of Not To Exceed \$300,000,000 Aggregate Principal Amount Of Chicago-O'Hare International Airport General Airport Revenue Bonds And Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, and Determining Certain Matters Related Thereto" (said ordinances being herein collectively called the "Ordinances"), for purposes authorized by the Bond Ordinance. Copies of the Ordinances are on file at the office of the City Clerk and at the principal corporate trust office of Harris Trust and Savings Bank in the City of Chicago, State of Illinois, as trustee under the Bond Ordinance or its successor as trustee (herein called the "Trustee") and reference to the Ordinances and any and all supplemental ordinances thereto and modifications and amendments thereof is made for a description of the pledges and covenants securing the 198__ Series __ Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the 198__ Series __ Bonds with respect thereto and the terms and conditions upon which Bonds are issued and may be issued thereunder.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the constitution and statutes of the State of Illinois and the Ordinances to exist, to have happened and to have been performed precedent to and in the issuance of this 198__ Series __ Bond, exist, have happened and have been performed in due time, form and manner as required by law and that the issue of the 198__ Series __ Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

This Bond shall not be entitled to any security or benefit under the Ordinances or be valid and become obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this 198__ Series __ Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its City Clerk.

CITY OF CHICAGO

By _____
Mayor

[SEAL]

Attest:

By _____
City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinances and is one of the Chicago-O'Hare International Airport General Airport Revenue Bonds, 198__ Series __, of the City of Chicago.

Harris Trust and Savings Bank,
Trustee

By _____
Authorized Signature

[FORM OF BACK OF BOND]

To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any ordinance amendatory thereof or supplemental thereto, may be modified or amended by the City with the written consent of the holders of at least two-thirds in principal amount of the Bonds then outstanding or, in case less than all of the several series of Bonds would be affected thereby, with such consent of the holders of at least two-thirds in principal amount of the Bonds of each series so affected then outstanding, or, in the case of a change in the schedule of Sinking Fund Payments (as defined in the Bond Ordinance) with such consent of the holders of at least two-thirds in principal amount of the outstanding Bonds affected thereby; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. The pledge of Revenues and other moneys and securities under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provisions for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

The 198__ Series __ Bonds are issuable in the form of registered Bonds without coupons in the denomination of \$5,000, or an integral multiple thereof. This Bond is transferable, as provided in the Ordinances and subject to certain limitations and payment of certain charges therein mentioned, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney. Upon the surrender for registration of transfer hereof, the City shall execute and the Trustee shall authenticate a new 198__ Series __ Bond or Bonds, in authorized denominations registered in the name of the transferee, of the same aggregate principal amount.

maturity and interest rate as the surrendered 198__ Series__ Bond. In the manner, subject to the conditions and upon the payment of the charges, if any, provided in the Ordinances, this Bond, upon surrender hereof at the principal corporate trust office of the Trustee together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner hereof, be exchanged for an equal aggregate principal amount of 198__ Series__ Bonds in authorized denominations of the same maturity and interest rate. The City and the Trustee may treat and consider the person in whose name this Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The 198__ Series__ Bonds maturing on January 1, ____, and on January 1, ____, respectively, are subject to mandatory redemption prior to maturity, in part, by lot, as provided in the Ordinances from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date:

198__ Series__ Bonds		198__ Series__ Bonds	
Due January 1, ____		Due January 1, ____	
<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
	\$		\$

The 198__ Series__ Bonds maturing on or after January 1, ____, are subject to redemption prior to maturity otherwise than from such mandatory Sinking Fund Payments, at the option of the City, on or after January 1, ____, as a whole at any time or in part on any interest payment date, and if in part in inverse order of maturity and within any maturity by lot, at a redemption price equal to the principal amount of each 198__ Series__ Bond to be redeemed, plus, if such 198__ Series__ Bond is to be redeemed in any period shown below, the redemption premium, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date fixed for redemption:

<u>Period</u>	<u>Redemption Premium</u>
<u>(both dates inclusive)</u>	<u>(expressed as a percentage)</u>

In the event that any or all of the 198__ Series__ Bonds are to be redeemed, notice of such redemption (a) shall be given by publication once a week for at least two successive weeks in not less than two newspapers or financial journals printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City of Chicago, State of Illinois, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York, as provided in the Ordinances, the first such

publication to be not less than 30 days nor more than 45 days prior to the redemption date, and (b) shall be mailed, postage prepaid, not less than 30 days before the redemption date to the registered owners of 198__ Series __ Bonds or portions of the 198__ Series __ Bonds to be redeemed, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of the 198__ Series __ Bonds. Notice of redemption having been given, as aforesaid, the 198__ Series __ Bonds or portions thereof so called for redemption, shall become due and payable on the redemption date so designated at the applicable redemption price herein provided, plus interest accrued and unpaid to the date fixed for redemption, and from and after the redemption date so designated, interest on the 198__ Series __ Bonds, or portions thereof so called for redemption, shall cease to accrue and become payable to the registered owners entitled to payment thereof on such redemption.

No recourse shall be had for the payment of the principal or redemption premium of or interest on the Bonds or for any claim based thereon or on the Ordinances against any officer or employee of the City or any natural person executing the Bonds.

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto _____
(Tax Identification or Social Security No. _____)
the within Chicago-O'Hare International Airport General
Airport Revenue Bond, 198__ Series __ and all rights there-
under, and hereby irrevocably constitutes and appoints

attorney to transfer such Bond on the books kept for regis-
tration thereof, with full power of substitution in the
premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of such Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE III

Application of Proceeds of 1984 First
Lien Bonds and Establishment of Accounts

Section 3.1. Application of Proceeds of 1984 First Lien Bonds. The proceeds of each Series of 1984 First Lien Bonds shall be applied for the purposes set forth in Section 2.2 of this Second Supplemental Ordinance in the manner provided in this Article.

Section 3.2. Debt Service Reserve Fund. There shall be established within the Debt Service Reserve Fund a separate Account for each Series of 1984 First Lien Bonds issued. Upon receipt of the proceeds of the sale of any Series of 1984 First Lien Bonds, there shall be deposited from such proceeds into a separate Account in the Debt Service Reserve Fund the amounts stated in the Certificate delivered in connection with the issuance of such Series of 1984 First Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance so that the amount on deposit in the Debt Service Reserve Fund shall equal the Debt Service Reserve Fund Requirement.

Section 3.3. Establishment of 1984 Capitalized Interest Account. There is hereby established in accordance with Section 401 of the General Airport Revenue Bond Ordinance an Account to be designated as the "1984 Capitalized Interest Account". There shall be established within the 1984 Capitalized Interest Account a separate subaccount for each Series of 1984 First Lien Bonds issued. There shall be deposited from the proceeds of the sale of each Series of 1984 First Lien Bonds into a separate subaccount in the 1984 Capitalized Interest Account an amount equal to the amount,

if any, stated in the Certificate delivered in connection with the issuance of such Series of 1984 First Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

Section 3.4. Establishment of Project Accounts.

Pursuant to Section 3.5 of the First Supplemental Ordinance, Project Accounts have heretofore been established for certain of the Capital Projects described in Section 2.2 of this Second Supplemental Ordinance. Project Accounts are hereby established for the payment of Costs of Issuance of each Series of 1984 First Lien Bonds and for each of the Capital Projects described in Section 2.2 of this Second Supplemental Ordinance for which a Project Account has not been established pursuant to the First Supplemental Ordinance. Upon receipt of the proceeds of the sale of any Series of 1984 First Lien Bonds there shall be deposited from such proceeds into each such Project Account the amount, if any, to be deposited therein as specified in the Certificate delivered in connection with the issuance of such Series of 1984 First Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

Section 3.5. Other Purposes. Upon receipt of the proceeds of the sale of any Series of 1984 First Lien Bonds, there shall be applied from such proceeds for each purpose set forth in paragraphs (g), (h) and (i) of Section 2.2 of this Second Supplemental Ordinance, the amount, if any, to be so applied as specified in the Certificate delivered in connection with the issuance of such Series of 1984 First Lien Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

ARTICLE IV

Sale of 1984 First Lien BondsSection 4.1. Sale of Series of 1984 First Lien Bonds.

(a) Subject to the limitations contained in this Second Supplemental Ordinance and in accordance with the findings and determinations set forth in Part A of this ordinance, authority is hereby delegated to the Mayor or the City Comptroller to sell, with the concurrence of the Chairman of the Committee on Finance of the City Council, from time to time, each Series of 1984 First Lien Bonds, either (1) on a negotiated basis to the Underwriters named in and pursuant to the terms and provisions of a Contract of Purchase, or (2) on a competitive basis to the acceptable bidder whose bid produces the lowest true interest cost to the City pursuant to advertised notice and the receipt of sealed bids; provided in either case that the aggregate purchase price of each Series of 1984 First Lien Bonds shall not be less than ninety-five percent (95%) of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing of such Series) plus accrued interest thereon from their date to the date of delivery thereof and payment therefor.

(b) The form of Contract of Purchase presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized and directed to execute and deliver, with respect to each Series of 1984 First Lien Bonds being sold on a negotiated basis, a Contract of Purchase substantially in the form of the Contract of

Purchase presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in this Second Supplemental Ordinance, the execution thereof to constitute conclusive evidence of the approval of such changes and completions.

(c) To evidence the exercise of the authority delegated to the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City Council by this Second Supplemental Ordinance in Sections 2.1 and 4.1, the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City Council are hereby directed to execute and file with the Trustee a certificate with respect to each Series of 1984 First Lien Bonds setting forth the determinations made by them pursuant to the authority granted in such Sections, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority.

(d) The form of preliminary Official Statement presented to this meeting relating to the initial Series of 1984 First Lien Bonds to be issued pursuant to this ordinance is hereby approved in all respects, and the distribution thereof to prospective purchasers and the use thereof in connection with the offering of such Series of 1984 First Lien Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series, in substantially the form of such preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall

deem advisable and the Mayor or the City Comptroller is authorized to execute and deliver such final Official Statement in the name and on behalf of the City.

In connection with the issuance of each subsequent Series of 1984 First Lien Bonds, the Mayor or the City Comptroller is hereby authorized to prepare or cause to be prepared a preliminary Official Statement relating to such Series of 1984 First Lien Bonds, including such amendments, completions and revisions as may be appropriate, and the distribution thereof to prospective purchasers and the use thereof in connection with the offering of such Series of 1984 First Lien Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series, in substantially the form of the preliminary Official Statement relating to such Series, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall deem advisable, and the Mayor or the City Comptroller is hereby authorized to execute and deliver such final Official Statement in the name and on behalf of the City.

Section 4.2. Execution and Delivery of Series of 1984 First Lien Bonds. Pursuant to the General Airport Revenue Bond Ordinance, the Mayor shall execute the 1984 First Lien Bonds of each Series 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 such Series of 1984 First Lien Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. Each Series of 1984

First Lien 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 such Series of 1984 First Lien Bonds to or upon the order of the purchasers thereof.

ARTICLE V

General

Section 5.1. Paying Agents. Pursuant to Section 1302 of the General Airport Revenue Bond Ordinance, the Trustee is hereby appointed as a Paying Agent for the 1984 First Lien Bonds and the Mayor or the City Comptroller is hereby authorized to appoint one or more banks, trust companies or national banking associations having the powers of a trust company doing business or having an office in the Borough of Manhattan, City and State of New York, as additional Paying Agents for each Series of 1984 First Lien Bonds.

PART C

Section 1. Definitions. Except as provided in this Section, all defined terms contained in this Part C shall have the same meanings, respectively, as such defined terms are given in the Master Indenture. As used in this Part C, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Airline Agreement" means the Airline Agreement, dated as of July 1, 1984, by and among the City and the

Airline Parties thereto relating to the 1984 Second Lien Bonds.

"Bank" means a bank which has issued a Letter of Credit pursuant to a 1984 Reimbursement Agreement in order to secure a Series of 1984 Second Lien Bonds, the obligations of which bank are rated by Moody's or S&P in one of the two highest short-term debt rating categories or in one of the two highest long-term debt rating categories.

"Capital Projects" shall have the same meaning as given in the General Airport Revenue Bond Ordinance.

"Contract of Purchase" means a Contract of Purchase between the City and the Underwriters pursuant to which the City will sell and the Underwriters will purchase, from time to time, a Series of 1984 Second Lien Bonds.

"1984 First Lien Bonds" means the 1984 First Lien Bonds as defined in Part B of this ordinance.

"First Supplemental Indenture" means the First Supplemental Indenture Securing Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds, 1984 Series A, dated as of July 1, 1984, from the City to the Master Trustee relating to the initial Series of 1984 Second Lien Bonds.

"Indenture" means the Master Indenture as originally executed and delivered by the City and the Master Trustee and as the same may from time to time be amended or supplemented by Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"Junior Lien Note" means the City's Airport Junior Lien Revenue Obligation Note, issued pursuant to a Credit Agreement, dated as of June 28, 1983, between the City and The First National Bank of Chicago.

"Junior Lien Revenues" means Junior Lien Revenues as defined in the Master Indenture.

"Letter of Credit" means a Letter of Credit as defined in the First Supplemental Indenture.

"Master Indenture" means the Master Indenture of Trust Securing Chicago-O'Hare International Airport Second Lien Obligations, dated as of July 1, 1984, from the City to the Master Trustee.

"Master Trustee" means _____, and its successors in trust as Master Trustee under the Indenture.

"1984 Reimbursement Agreement" means an agreement between the City and a Bank pursuant to which a Letter of Credit is issued as security for a Series of 1984 Second Lien Bonds.

"1984 Remarketing Agreement" means an agreement between the City and a Remarketing Agent (as defined in the First Supplemental Indenture) relating to the remarketing of a Series of 1984 Second Lien Bonds.

"1984 Second Lien Bank Note" means a Second Lien Obligation evidencing the obligation of the City to a Bank under a 1984 Reimbursement Agreement.

"1984 Second Lien Bonds" means, collectively, the several Series of 1984 Second Lien Bonds, more fully described and authorized by Section 3 of this Part C.

"Official Statement" means a preliminary or a final Official Statement of the City relating to a Series of 1984 Second Lien Bonds.

"Second Lien Obligations" means the 1984 Second Lien Bonds, the 1984 Second Lien Bank Notes and any other Junior Lien Obligations authenticated and delivered pursuant to Article II of and/or secured under the Indenture.

"Second Lien Revenues" means Second Lien Revenues as defined in the Master Indenture.

"Supplemental Indenture" means a supplemental indenture authorizing a Series of 1984 Second Lien Bonds, substantially in the form of the First Supplemental Indenture.

"Underwriters" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Smith Barney, Harris Upham & Co., Incorporated and Drexel Burnham Lambert Incorporated, as representatives, and such other firms as may be named as underwriters in any Contract of Purchase.

Section 2. Approval of the Master Indenture. The form of Master Indenture presented to this meeting is hereby approved in all respects. In order to provide for the issuance from time to time and/or security of Second Lien Obligations payable from, and secured by, amounts payable from Second Lien Revenues, the Mayor or the City Comptroller is hereby authorized to execute and deliver the Master

indenture 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 or a facsimile thereof. The Master Indenture shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C 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. _____ is hereby appointed as Master Trustee under the Master Indenture and as trustee under each Supplemental Indenture.

Section 3. Authorization and Payment of 1984 Second Lien Bonds. Several Series of 1984 Second Lien Bonds are hereby authorized to be issued, from time to time, pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, this Part C, the Master Indenture and the related Supplemental Indenture for the purposes specified in this Part C. The maximum aggregate principal amount of 1984 Second Lien Bonds which may be issued under this Part C shall not exceed \$300,000,000, less the aggregate principal amount of 1984 First Lien Bonds issued pursuant to Part B of this ordinance. The 1984 Second Lien Bonds shall not be issued subsequent to July 1, 1985. The 1984 Second Lien Bonds shall be entitled "Chicago-O'Hare International Airport General Airport Second Lien Revenue Bonds" and may be issued in up to five separate Series, appropriately designated to indicate the order of their issuance. Each Series of 1984 Second Lien Bonds shall be issued in fully registered form and in the denominations set forth in the related Supplemental Indenture; and shall

be dated and numbered and further designated and identified as provided in the Master Indenture and the related Supplemental Indenture.

The 1984 Second Lien Bonds of each Series shall mature not later than January 1, 2017, and shall initially bear interest at a variable interest rate as more fully set forth in the related Supplemental Indenture and thereafter at such other interest rate as may be established in accordance with the provisions of the related Supplemental Indenture; provided that in no event shall the 1984 Second Lien Bonds of any Series bear interest at a rate in excess of the lesser of twenty-five percent (25%) per annum or, so long as such Series of 1984 Second Lien Bonds is secured by a Letter of Credit, the maximum interest rate for such Series specified in such Letter of Credit or the related 1984 Reimbursement Agreement.

Each Series of 1984 Second Lien Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) and demand purchase options, prior to maturity, upon the terms and conditions set forth in the Master Indenture and the related Supplemental Indenture.

Subject to the limitations set forth in this Section and in accordance with the findings and determinations set forth in Part A of this ordinance, authority is hereby delegated to either the Mayor or the City Comptroller, and the Chairman of the Committee on Finance of the City Council, acting jointly, to determine the aggregate principal amount of each Series of 1984 Second Lien Bonds and the maturities thereof.

The principal of and premium, if any, on each Series of 1984 Second Lien Bonds, shall be payable at the principal corporate trust office of the Master Trustee or any Paying Agent with respect to such Series. Payment of interest on each Series of 1984 Second Lien Bonds shall be made to the registered owner thereof and shall be paid by check or other form of draft of the Master Trustee mailed to the registered owner at his address as it appears on the registration books of the City kept by the Master Trustee or at such other address as is furnished to the Master Trustee in writing by such registered owner, or by wire transfer as further provided in the Master Indenture and related Supplemental Indenture.

Each Series of 1984 Second Lien Bonds may be issued for one or more of the following purposes:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of the designing, constructing and equipping of the Capital Projects described in the Airport Development Plan;

(b) the payment, or the reimbursement for the payment, of all or a portion of the costs of the designing, constructing and equipping of the Capital Project known as the "Fueling System Project" which is not currently described in the Airport Development Plan. The Fueling System Project consists of two independent fueling systems cross connected to provide added fueling capabilities and an expansion of the existing fuel tank farm that will provide additional primary pumping facilities through the existing piping system to a new super satellite servicing Concourses E, F.

G, H and K, the relocated Truck Fill Stand, the proposed International Terminal and new Air Cargo Area.

(c) the payment, or the reimbursement for the payment, of all or a portion of the costs of the following Capital Projects which are not described in the Airport Development Plan:

1. FAA-required taxiway centerline lighting pursuant to §8.02 of the Airport Use Agreements.
2. Tenant improvements pursuant to §9.12 of the Airport Use Agreements.
3. Relocation costs of certain airlines pursuant to §9.13 of the Airport Use Agreements.

(d) the payment, or the reimbursement for the payment, of the costs of architectural and engineering management and supervisory consulting services;

(e) the deposit of moneys in the Eligible Moneys Account in the Second Lien Debt Service Fund, the Reserve Account in the Second Lien Debt Service Fund and a 1984 Capitalized Interest Account;

(f) the payment of Costs of Issuance of such Series of 1984 Second Lien Bonds;

(g) the funding of the Operation and Maintenance Reserve Fund; and

(h) the funding of the Junior Lien Obligation Debt Service Fund for the purpose of prepaying, in whole or in part, the Junior Lien Note.

The proceeds of each Series of 1984 Second Lien Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in the Certificate delivered in connection with the issuance of such Series pursuant to the Master Indenture and the related Supplemental Indenture.

Section 4. Approval of Form of 1984 Reimbursement Agreement; Authorization of 1984 Second Lien Bank Notes.

The form of 1984 Reimbursement Agreement presented to this meeting is hereby approved in all respects. In order to enhance the marketability of 1984 Second Lien Bonds, the Mayor or the City Comptroller is hereby authorized, with respect to and for the purpose of securing each Series of 1984 Second Lien Bonds, to execute and deliver a related 1984 Reimbursement Agreement and related 1984 Second Lien Bank 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 or a facsimile thereof. Each such 1984 Reimbursement Agreement and 1984 Second Lien Bank Note shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution thereof to constitute the conclusive evidence of this City Council's approval of any and all changes or revisions therein; provided that the interest rate payable on any 1984 Second Lien Bank Note shall not exceed the "prime" rate, as defined in the related 1984 Reimbursement Agreement, plus two percent (2%) per annum and the maturity thereof shall not be less than five years or greater than the longest maturity of the related Series of 1984 Second Lien Bonds.

Section 5. 1984 Second Lien Bonds and 1984 Second Lien Bank Notes Are Limited Obligations. The 1984 Second Lien Bonds and the 1984 Second Lien Bank Notes, together with interest thereon, shall be limited obligations of the City secured on a parity with the Junior Lien Note solely by a pledge of the Junior Lien Revenues and by other specified sources pledged under the Master Indenture, the related Supplemental Indenture or the related 1984 Reimbursement Agreement, and shall be valid claims of the owners thereof only against the funds and other moneys held by the Master Trustee with respect thereto and against such Junior Lien Revenues. The 1984 Second Lien Bonds and 1984 Second Lien Bank Notes 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 limitation of the State of Illinois.

Section 6. Approval of Supplemental Indentures. The form of the First Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized, with respect to each Series of 1984 Second Lien Bonds, to execute and deliver a Supplemental Indenture 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 or a facsimile thereof. Each such Supplemental Indenture shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

Section 7. Approval of Forms of Contract of Purchase and Official Statement: Execution and Delivery of Contracts of Purchase. (a) Subject to the limitations contained in this Part C and in accordance with the findings and determinations set forth in Part A of this ordinance, authority is hereby delegated to the Mayor or the City Comptroller to sell, with the concurrence of the Chairman of the Committee on Finance of the City Council, from time to time, each Series of 1984 Second Lien Bonds on a negotiated basis to the Underwriters named in and pursuant to the terms and provisions of a Contract of Purchase; provided that the aggregate purchase price of each Series of 1984 Second Lien Bonds shall not be less than ninety-five percent (95%) of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing of such Series) plus accrued interest thereon from their date to the date of delivery thereof and payment therefor.

(b) The form of Contract of Purchase presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized and directed to execute and deliver, with respect to each Series of 1984 Second Lien Bonds, a Contract of Purchase substantially in the form of the Contract of Purchase presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in this Part C, the execution thereof to constitute conclusive evidence of the approval of such changes and completions.

(c) To evidence the exercise of the authority delegated to the Mayor or the City Comptroller, as the case

may be, and the Chairman of the Committee on Finance of the City Council by this Part C in Sections 3 and 7, the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City Council are hereby directed to execute and file with the Master Trustee a certificate with respect to each Series of 1984 Second Lien Bonds setting forth the determinations made by them pursuant to the authority granted in such Sections, and setting forth such additional determinations as may be required pursuant to the Master Indenture and the related Supplemental Indenture, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority.

(d) The form of preliminary Official Statement presented to this meeting relating to the initial Series of 1984 Second Lien Bonds to be issued pursuant to this ordinance is hereby approved in all respects, and the distribution thereof to prospective purchasers and the use thereof in connection with the offering of such Series of 1984 Second Lien Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series, in substantially the form of such preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall deem advisable and the Mayor or the City Comptroller is authorized to execute and deliver such final Official Statement in the name and on behalf of the City.

In connection with the issuance of each subsequent Series of 1984 Second Lien Bonds, the Mayor or the City Comptroller is hereby authorized to prepare or cause to be

prepared a preliminary Official Statement relating to such Series of 1984 Second Lien Bonds, including such amendments, completions and revisions as may be appropriate, and the distribution thereof to prospective purchasers and the use thereof in connection with the offering of such Series of 1984 Second Lien Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series, in substantially the form of the preliminary Official Statement relating to such Series, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller, as the case may be, shall deem advisable, and the Mayor or the City Comptroller is hereby authorized to execute and deliver such final Official Statement in the name and on behalf of the City.

(e) Pursuant to the Master Indenture and the related Supplemental Indenture, the Mayor shall execute the 1984 Second Lien Bonds of each Series and pursuant to the related 1984 Reimbursement Agreement the Mayor shall execute the related 1984 Second Lien Bank Note 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 thereon and they shall be attested by the manual or facsimile signature of the City Clerk. Each Series of 1984 Second Lien Bonds shall upon such execution on behalf of the City be delivered to the Master Trustee for authentication and thereupon shall be authenticated by the Master Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of such Series of 1984 Second Lien Bonds to or upon the order of the Underwriters, all as

provided in the related Supplemental Indenture and Contract of Purchase.

Section 8. Approval of Form of 1984 Remarketing Agreement. The form of 1984 Remarketing Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized to execute and deliver a 1984 Remarketing Agreement relating to each Series of 1984 Second Lien Bonds 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 or a facsimile thereof. Each such 1984 Remarketing Agreement shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

Section 9. Approval of the Airline Agreement. The form of Airline Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized to execute and deliver the Airline 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 or a facsimile thereof. The Airline Agreement shall be substantially in the form presented to this meeting and may contain such changes consistent with the purposes and intent of this Part C as shall be approved by the Mayor or the City Comptroller, the execution thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

Section 10. Appointment of Remarketing Agent and Indexing Agent. The Mayor or the City Comptroller is hereby delegated the authority to appoint, with respect to each Series of 1984 Second Lien Bonds, in the manner provided in the Master Indenture and the related Supplemental Indenture, the Remarketing Agent and the Indexing Agent.

PART D

Section 1. Application and Definitions. The provisions of this Part D are applicable to obligations issued pursuant to Parts B and C of this ordinance and shall be applied in conjunction therewith. Defined terms contained in Parts A, B and C shall have the same meanings when used in this Part D.

Section 2. Authority. This ordinance, including all the Parts hereof, is adopted pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and the home rule powers of the City thereunder.

Section 3. Hearing. The Mayor is hereby authorized and directed to cause the publication of notice for and the holding of the public hearing required under Section 103(k) of the Internal Revenue Code of 1954, as amended, in connection with the proposed issuance of 1984 Airport Obligations. The City Council hereby directs that no 1984 Airport Obligations shall be issued unless and until the requirements of said Section 103(k), including particularly the approval requirement following such public hearing, have been fully satisfied.

Section 4. Airport Use Agreement with Republic Airlines, Inc. The form of the Airport Use Agreement and Terminal Facilities Lease, dated as of July 1, 1984, between the City and Republic Airlines, Inc. ("Republic") presented to this meeting is hereby approved in all respects. The Mayor is hereby authorized and directed to execute and deliver such Airport Use Agreement to Republic in substantially the form so presented, together with such changes and completions thereof as may be determined by the Mayor, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City. The execution of such Airport Use Agreement by the Mayor shall constitute conclusive evidence of the City Council's approval of any and all such changes and completions.

Section 5. Amendment to Exhibit to Airport Use Agreement with United Air Lines, Inc. The form of Amendment to Exhibit J-2 to the Airport Use Agreement and Terminal Facilities Lease, dated as of February 1, 1983, between the City and United Air Lines, Inc. ("United"), as amended, presented to this meeting is hereby approved in all respects. The Mayor is hereby authorized and directed to execute and deliver such Amendment to United in substantially the form so presented, together with such changes and completions thereof as may be determined by the Mayor, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City. The execution of such Amendment by the Mayor shall constitute conclusive evidence of the City Council's approval of any and all such changes and completions.

Section 6. Performance Provisions. The Mayor, the City Comptroller 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 1984 First Lien Bonds, each Series of 1984 Second Lien Bonds and each 1984 Second Lien Bank Note 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, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver 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 transcripts of proceedings with respect to the 1984 First Lien Bonds, the 1984 Second Lien Bonds and 1984 Second Lien Bank Notes, and also including an appropriate certificate or certificates to the Trustee under the General Airport Revenue Bond Ordinance, specifying the amounts to be deposited into and transferred out of the Junior Lien Obligation Debt Service Fund, and the times therefor, or the manner of determining such amounts and times, and to exercise and otherwise take all action necessary to the full realization of the rights, accomplishments and purposes of the City under the Second Supplemental Ordinance, the 1984 Reimbursement Agreements, the Airline Agreement, the 1984 Remarketing Agreements, the Master Indenture, the Supplemental Indentures.

the final Official Statements and the Contracts of Purchase and to discharge all of the obligations of the City hereunder and thereunder.

Section 7. Proxies. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each Series of the 1984 Second Lien Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance. In each 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 Comptroller in person.

Section 8. Severability. It is the intention of this City Council that, if any Part, section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such Part, 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 only and in no way define, limit or describe the scope or intent of any provision of this ordinance.

Section 10. Effective Date. The City Clerk is hereby authorized and directed to publish this ordinance in pamphlet form. This ordinance shall take effect immediately upon its enactment.

[Airline Agreement, Contract of Purchase (1st and 2nd Lien Bonds), Exhibit J-2, First Supplemental Indenture, Master Indenture of Trust, Preliminary Official Statements, Reimbursement Agreement and Remarketing Agreement are omitted for printing purposes but are on file for public inspection in the Office of the City Clerk].

(Continued from page 7755)

7.3-6. *The Mayor shall appoint (1) an Advisory Council on Aging, (2) an Advisory Council on Disability, and is authorized to create such additional advisory bodies as may be appropriate.*

- (a) *In making appointments to the advisory councils the Mayor shall consider older persons, disabled persons, their representatives, older persons and disabled persons with the greatest economic or social need, representatives of organizations that provide services or advocacy to older and disabled persons, and the general public.*
- (b) *The advisory councils shall advise the Department on Aging and Disability on matters concerning programs and services to older persons and to disabled persons in the City of Chicago, including, but not limited to, utilization of resources and the development of policy.*
- (c) *No member of the advisory councils may receive compensation, but each member may be reimbursed for expenses reasonably incurred in the performance of his or her duties.*

SECTION 2. This ordinance shall be in full force and effect from and after June 20, 1984.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

COMMITTEE ON BEAUTIFICATION AND RECREATION.

Authority Granted for Issuance of Permits for Street Fairs, Street Carnivals, Sidewalk Sales, Etc.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, June 7, 1984.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration orders authorizing and directing the Commissioner of Public Works to grant permission for the conduct of street carnivals, street fairs/festivals, church services in public ways and sidewalk sales in designated areas for specified periods, begs leave to recommend that Your Honorable Body *Pass* the said orders, which are transmitted herewith.

These recommendations were concurred in by 9 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM F. KRISTYNIK,
Chairman.

On motion of Alderman Krystyniak *each* of the said proposed orders transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

CARNIVALS.

St. Ferdinand Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to--

Saint Ferdinand Church
5900 W. Barry Avenue,

a regularly organized charitable or religious organization, for the conduct of a street carnival on--

N. Marmora Avenue between W. Barry and W. Belmont Avenues (also in Parish parking lots),

for the period beginning July 8 and ending July 16, 1984, in accordance with the City's carnivals ordinance, Sections 34-49.1 thru 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

St. Gregory the Great Church.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to--

St. Gregory the Great Church - 1634 W. Gregory Street (Beverly Regalado -561-3546)

a regularly organized religious organization, for the period beginning June 11, 1984 and ending June 18, 1984, inclusive, for the conduct of a carnival on--

N. Paulina Street between W. Gregory Street and W. Bryn Mawr Avenue,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5 inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Our Lady of Mercy Church.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to--

Our Lady of Mercy Church - 4432 N. Troy Street - Father Theodore F. O'Keefe - 588-2620

a regularly organized charitable or religious organization, for the period beginning June 20, 1984 and ending June 24, 1984, inclusive, for the conduct of a carnival on--

W. Sunnyside Avenue from N. Kedzie Avenue to N. Troy Street,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5 inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Old Town Chamber of Commerce.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to issue a permit to--

Old Town Chamber of Commerce/Pavilion for the Arts, Ltd. 1529 N. Wells Street,

a regularly organized charitable or religious organization, for the period beginning June 9, 1984 and ending June 10, 1984, inclusive, for the conduct of a carnival or street fair on--

N. Wells Street between W. Schiller Street and W. North Avenue, 9:00 A.M. to 9:00 P.M.,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5 inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Community Arts Foundation/Body Politic Theater, Inc.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to--

Community Arts Foundation/Body Politic Theater, Inc.
2261 N. Lincoln Avenue,

a regularly organized charitable or religious organization, for the period beginning June 2, 1984 and ending June 3, 1984, inclusive, for the conduct of a carnival or street fair on--

2200 block of N. Lincoln Avenue,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5 inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

St. John Berchmans Parish.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to--

Saint John Berchmans Parish
2517 W. Logan Boulevard

a regularly organized charitable or religious organization, for the period beginning May 16, 1984 and ending May 30, 1984, inclusive, for the conduct of a carnival or street fair on--

W. Logan Boulevard (southside of the 2500 block),

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5 inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Tabor Lutheran Church.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to--

Tabor Lutheran Church - 3542 W. Sunnyside Avenue -
Marilyn Bautler (Woman's Guild - 478-0196),

a regularly organized religious organization, for Saturday, June 16, 1984 for the conduct of a carnival or street fair on--

N. W. Corner of W. Sunnyside Avenue and N. Drake Avenue,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5 inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Hull House Uptown Center.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to--

Hull House Uptown Center - 4520 N. Beacon Street-
Brooks Miller - 561-3500,

a regularly organized charitable organization for Sunday, June 3, 1984, for the conduct of a street fair on N. Beacon Street from W. Sunnyside Avenue to W. Wilson Avenue, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5 inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

STREET FAIRS.

Lincoln Central.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to David Levy, 636 W. Webster Avenue, to close to traffic N. Mohawk Street between W. Armitage Avenue and W. Dickens Avenue, and W. Dickens Avenue between N. Cleveland Avenue and N. Larrabee Street on July 14 and 15, 1984, from 7 A.M. to 11 P.M. on Saturday and from 7 A.M. to 7 P.M. on Sunday, for the conduct of the Annual Lincoln Central Street Fair.

People's Community Organization.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to the People's Community Organization, c/o Simon Wood, 7634 N. Paulina Street, to close to traffic N. Paulina Street between W. Howard Street and W. Jonquil Terrace, on Saturday, July 21, 1984, from 8:00 A.M. to 10:00 P.M., for the conduct of a street fair (rain date July 22, 1984).

Wrightwood Neighborhood Association.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Wrightwood Neighborhood Association to close to traffic for the conduct of "Taste of Lincoln Avenue" fair for the period of July 28-29, 1984 from 8:00 A.M. to 9:00 P.M., on--

N. Lincoln Avenue between W. Fullerton and W. Wrightwood Avenues;

W. Montana Street between N. Lincoln and N. Sheffield Avenues; and on

W. Altgeld Street between N. Lincoln and N. Sheffield Avenues.

SIDEWALK SALES.

North-California Business Association.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to the North-California Business Association, c/o North Avenue Boutique, 2747 W. North Avenue, for the conduct of a sidewalk sale for the period of--

May 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 26, 27 and 28, 1984,
from 8:00 A.M. to 9:00 P.M.

Armitage Boutique.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Ortega/Armitage Boutique, 2439 W. Armitage Avenue, for the conduct of a sidewalk sale for the period of May 3 thru May 6, 1984, from 8 A.M. to 8 P.M.

Cook's Mart.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Cooks Mart, c/o Linda Merestela, 609 N. LaSalle Street, for the conduct of a sidewalk sale for the period of May 23 thru May 29, 1984, from 8:00 A.M. to 8 P.M.

Morrie Mages Sports.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Morrie Mages Sports, 620 N. LaSalle Street, for the conduct of a sidewalk sale for the period of May 24 thru May 27, 1984, from 9:00 A.M. to 6 P.M.

Anti Cruelty Society.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Anti Cruelty Society, 510 N. LaSalle Street, for the conduct of a sidewalk book sale during the hours of 10:00 A.M. and 6:00 P.M., for the period of May 24 thru May 26, 1984.

Woolworth's.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to Woolworth's - 4613 N. Broadway (Gil Olson - 728-9006) for the conduct of a sidewalk sale in front of 4613 N. Broadway, from Wednesday, May 9th through Thursday, May 31, 1984, from 9:00 A.M. to 7:00 P.M.

Vertel's.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Phil Blumenfield/Vertel's, 1816-1818 N. Wells Street, for the conduct of a sidewalk sale during the hours of 10:00 A.M. and 6:00 P.M., for the period of June 9 thru June 10, 1984.

Amber Gift Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Amber Gift Store, 3127 N. Milwaukee Avenue, for the conduct of a sidewalk sale during the hours of 9:00 A.M. and 6:00 P.M., for the following periods:

June 2 thru June 3, 1984;
June 9 thru June 10, 1984;
June 16 thru June 17, 1984;
June 23 thru June 24, 1984;
June 30 thru July 1, 1984;
July 7 thru July 8, 1984;
July 14 thru July 15, 1984;
July 21 thru July 22, 1984;
July 28 thru July 29, 1984;
August 4 thru August 5, 1984;
August 11 thru August 12, 1984;
August 18 thru August 19, 1984; and
August 25 thru August 26, 1984.

Jule's 5 Cents to \$1.00 Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jule's 5 Cents to \$1.00 Store/Art Gartzman, No. 2064 N. Milwaukee Avenue, for the conduct of a sidewalk sale for the period of June 1 thru June 3, 1984, from 8:00 A.M. to 8:00 P.M.

Manor Pharmacy.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to Manor Pharmacy - Sid Stern - 2440 W. Montrose Avenue - JU.8-6646 - for the conduct of a sidewalk sale in front of 2440 W. Montrose Avenue on June 27, 28 and 29, 1984 (Rain Dates: June 30, July 1 and 2, 1984) from 9:00 A.M. to 10:00 A.M.

Little Village 26th Street Area Chamber of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Little Village 26th Street Area Chamber of Commerce, c/o Mark Arguelles, 3610 W. 26th Street, for the conduct of a sidewalk sale for the period of May 24 thru May 27, 1984, on W. 26th Street (both sides) between S. Sacramento Avenue and S. Kostner Avenue, from 9:00 A.M. to 9:00 P.M.

Jule's 5 Cents to \$1.00 Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Art Gartzman/Jule's 5 Cents to \$1.00 Store, 2064 N. Milwaukee Avenue, for the conduct of a sidewalk sale for the period of July 6 thru July 8, 1984, from 8:00 A.M. to 8:00 P.M.

26th Street Businessmen's Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 26th Street Businessmen's Association, c/o Guadalupe Martinez, 3602 W. 26th Street, for the conduct of a sidewalk sale on W. 26th Street (both sides) between S. Sacramento and S. Kostner Avenues, for the period of May 24 thru May 28, 1984, from 9:00 A.M. to 9:00 P.M.

Portage Park Chamber of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits for a sidewalk sale to the Portage Park Chamber of Commerce - 4920 W. Irving Park Road - Jeannine Smentek - 777-2020 - on Thursday and Friday, July 26 and July 27, 1984, from 9:00 A.M. to 9:00 P.M., and on Saturday and Sunday, July 28 and July 29, 1984, from 9:00 A.M. to 6:00 P.M. on the following streets:

N. Cicero Avenue	From 3900 north to 4300 north;
N. Milwaukee Avenue	From 3900 north to 4200 north;
W. Irving Park Road	From 4600 west to 5400 west.

CHURCH SERVICE.

Pentecostal Church of Jesus Christ, Inc.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Pentecostal Church of Jesus Christ, Inc., 1639 N. Artesian Avenue/Rev. Gabriel Antonio Morales, Pastor, to conduct church services on corners of the area bounded by N. Western Avenue, W. Division Street, N. Kedzie Avenue and W. Armitage Avenue, for the period of June 1 thru August 31, 1984 during the hours of 6:00 P.M. and 8:00 P.M. on weekdays and 1:00 P.M. to 5:00 P.M. on Saturdays and Sundays.

COMMITTEE ON BUILDINGS.

Approval Given to Mayor's Appointment of Hubert Messe to Building Board of Appeals.

The Committee on Buildings submitted the following report:

CHICAGO, May 24, 1984.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a communication signed by the Honorable Harold Washington, Mayor (which was referred on May 9, 1984) appointing Mr. Hubert Messe to the Building Board of Appeals, succeeding Mr. William Margalus for a term expiring April 21, 1986, begs leave to recommend that Your Honorable Body *Pass* said appointment transmitted herewith.

This recommendation was concurred in by the members present of the committee with no dissenting votes.

Respectfully,
(Signed) FRED B. ROTI,

Chairman.

On motion of Alderman Cullerton the said appointment of Hubert Messe was *Approved* by yeas and nays as follows:

Yeas--Aldermen Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone--41.

Nays--None.

Chapter 86, Sections 17 thru 25 of Municipal Code of Chicago
Amended Concerning Registration and Certification
of Electrical Contractors.

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

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

SECTION 1. That Chapter 86 of the Municipal Code of Chicago be amended by deleting the language contained in brackets and adding the language in italics as follows:

86-17. Any person, *firm or corporation* desiring to engage in the business of electrical contractor shall apply for registration to the Commissioner of the Department of Inspectional Services. Upon the filing of such application in proper form, and the payment of the registration fee as provided in Section 86-19, the Commissioner of the Department of Inspectional Services shall register the applicant as an electrical contractor, and shall issue to the applicant a certificate of registration which will authorize the applicant to engage in such business for the year in which it is issued. Provided, however, *that before any [permits] certificate of registration shall be issued to such electrical contractor; he shall have complied with Section 86-20 of this code.*

86-18. The certificate of registration shall expire [on the 31st day of December of the year in which it is issued] *one year from date of issuance.* A certificate of registration shall not be transferable *and shall contain the name of the licensed supervising electrician.*

86-19. The fee for registration as an electrical contractor shall be twenty-five dollars [per annum], which sum shall be paid by the applicant to the Director of Revenue in advance upon filing the application [; provided that when such application is made by an applicant, not previously registered in this city, on or after July 1st of any year, the fee for registration shall be twelve dollars and fifty cents for the remainder of such calendar year.]

86-20. Before any [permit to install or alter electrical work] *certificate of registration* shall be issued to any [person] *electrical contractor* entitled to secure permits under the electrical regulations of this Code, [he] shall appoint said electrical contractor or employ a person who may be himself or some other person who, for the purpose of the electrical regulations of this Code, shall be known as a Supervising Electrician. The person so appointed or employed to act as a Supervising Electrician shall, before starting as such Supervising Electrician, be required to comply with Section 86-22 of this Code.

86-21. [Any person who has been appointed or employed to act as a Supervising Electrician for a registered electrical contractor, shall make application to] *An applicant for a supervising electrician's license shall file an application with the Commissioner of the Department of Inspectional Services in writing on a form to be furnished by the Department of Inspectional Services.*

86-22. Applicants shall be not less than twenty-one years of age, and shall have at least two years experience in the installation, alteration, repair and maintenance of electrical wires, equipment, and apparatus, or an experience equivalent thereto. Applicants shall furnish the names and addresses of former employers, periods of time employed by each and in what capacity. Such information and all other required relevant information shall be provided upon forms available from the Department of Inspectional Services.

The Department of Inspectional Services shall prepare as many different examinations as are necessary to adequately provide for the number of applicants in different specialties. Each applicant shall be required to [answer a reasonable number of questions in writing] *pass an examination sufficiently strict* to indicate that he has [sufficient] *satisfactory* knowledge and technical training to perform the work or to supervise the installation, alteration, repair, or maintenance of electrical wires and apparatus authorized by permits issued by the Commissioner of the Department of Inspectional Services. It shall be the responsibility of the Commissioner to exercise control and supervision of such examinations.

- (a.) Each applicant shall pay an examination fee of ten dollars (\$10.00) for each examination he takes. Such fee shall be paid to the Director of Revenue through the Department of Inspectional Services prior to the day the examination is taken.

- (b.) Where the results of the first examination are unfavorable the applicant may reapply for a second examination after thirty (30) days have elapsed. If the results of the second examination are unfavorable, the applicant shall be required to wait a period of six (6) months before reapplication. A separate fee of ten dollars (\$10.00) shall be paid for each examination.

86-23. When an applicant shall have complied with the requirements of Section 86-22, the Commissioner of the Department of Inspectional Services shall certify him as a supervising electrician to a registered electrical contractor by placing his name on both the registration certificate and identification card issued to the registered electrical contractor. *No supervising electrician shall be certified with more than one registered electrical contractor or listed on more than one registration certificate.*

86-25. Whenever a supervising electrician shall leave or be discharged from the employ of any [person] *electrical contractor* who is required by this chapter to appoint or employ a supervising electrician, a notice in writing thereof shall be given within five (5) days by both the employer and the supervising electrician to the Department of Inspectional Services, and the permit privilege of such [a person] *electrical contractor*, shall without further order or action by the Department of Inspectional Services stand suspended until the employment or appointment by such [person] *electrical contractor* of a supervising electrician as provided for in Section 86-20.

SECTION 2. If any provision, clause, sentence, paragraph, section, or part of this ordinance, or application thereof to any person, firm, corporation, public agency, or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, public agency or circumstance involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Chapter 87 of Municipal Code of Chicago Amended by Adding New
Section 349 Establishing General Standards for Flexible
Metallic Tubing Used in Electrical Installation.**

The Committee on Buildings submitted the following report:

CHICAGO, June 11, 1984.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance (which was

referred on May 30, 1984) to amend Chapter 87 of the Municipal Code of Chicago by adding a new section, Section 349, regarding flexible metallic tubing, begs leave to recommend that Your Honorable Body Pass said proposed ordinance which is transmitted herewith.

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

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That Chapter 87 of the Chicago Municipal Code be amended by adding a new section, Section 349 in italics as follows:

87-349 Flexible Metallic Tubing

87-349.1. Scope. Installations of flexible metallic tubing shall comply with the provisions of all applicable sections of 87-300.1 to 87-300.21 inclusive, and in addition shall comply with the provisions of this section.

87-349.2. Size. Flexible metallic tubing shall be permitted to be used in 3/8 inch trade size only, in accordance with the provisions of this Article.

87-349.3. Use Permitted. 3/8 inch trade size flexible metal tubing may be used in continuous, exposed lengths of not less than four feet or more than six feet for the connection between a junction box and a single lay-in type, moveable light fixture in a dry, accessible air-handling ceiling space.

87-349.4. Uses Prohibited. Any use not specifically permitted in Section 87-349.3 or as a raceway for conductors of circuits exceeding 20 amperes or 300 volts to ground.

87-349.5. Bends. Bends in the tubing shall be made so that the tubing shall not be damaged and that the internal diameter shall not be effectively reduced. The radius of the curve of the inner edge of the tubing at any point shall not be less than 10 inches with the fixture in place.

87-349.6. Number of Conductors. 3/8 inch flexible metallic tubing shall contain no more than three type THHN, No. 14 AWG or No. 12 AWG conductors.

87-349.7. Connector Fittings. All 3/8 inch flexible metallic tubing connector fittings shall be individually approved by the Electrical Inspection Section in accordance with the provisions of Section 87-110.1. All connector fittings shall be permanently marked "FMT" in a location where such markings are visible after installation. All connector fittings shall be approved for grounding and shall be field installed.

87-349.8. Cuts. 3/8 inch flexible metallic tubing shall be cut perpendicular to its axis so as to present a "square" end for insertion into a connector fitting.

SECTION 2. This ordinance shall be in full force and effect upon its passage and due publication.

**Chapter 87 of Municipal Code of Chicago Amended Concerning
Fitting Specifications for Liquid-Tight Flexible Metallic
Conduit for Use in Light Fixture Assemblies.**

The Committee on Buildings submitted the following report:

CHICAGO, June 11, 1984.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance (which was referred on May 30, 1984) to amend Chapter 87, Section 350.4 of the Municipal Code of Chicago regarding Liquid-Tight Flexible Metallic Conduit, begs leave to recommend that Your Honorable Body Pass said proposed ordinance which is transmitted herewith.

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

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of the City of Chicago, Chapter 87, Section 350.4 regarding Liquid-Tight Flexible Metal Conduit, be amended by adding the language in italics, as follows:

"87-350.4 Approved liquid-tight flexible metal conduit shall be used in conformance with all applicable provisions of 87-350 and shall be used in conjunction with fittings specifically approved for the purpose.

Liquid-tight flexible metal conduit which has an outer jacket of polyvinyl chloride (PVC) or other material that produces harmful or toxic fumes and smoke when exposed to high temperature or flame, shall not be used as a raceway to feed light fixture assemblies located in suspended ceiling spaces which are used as environmental air handling ducts or spaces (plenums)."

SECTION 2. That the Municipal Code of the City of Chicago, Chapter 87, Section 300.21(c), be amended by adding the following italic language, and by deleting the language enclosed by brackets:

"87-300.21(c). Where a wiring system is installed in any air-handling space other than those described in sub-sections (b) and (d) of this section, the following wiring methods and equipment shall be used:

- (1) MI cable, rigid conduit, EMT, and [liquid tight flexible metal conduit] *3/8 inch flexible metallic tubing* in lengths not to exceed 6 feet for the connection of *light fixtures* [required by this Code.] *located in suspended ceiling spaces.*"

SECTION 3. This ordinance shall be in full force and effect on all permits issued 30 days after the passage and publication of this ordinance.

**Chapter 88 of Municipal Code of Chicago Amended by Adding New
Section 700 Establishing Minimum Safety Standards for
Installation and Use of Optical Fiber Cables.**

The Committee on Buildings submitted the following report:

CHICAGO, May 24, 1984.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance (which was referred on April 25, 1984) to amend Chapter 88 by adding a new section to be known as Section 700, establishing minimum safety standards for the installation and use of optical fiber cables, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the committee with no dissenting votes.

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of the City of Chicago, Chapter 88, be amended by adding a new section, Section 700, establishing minimum safety standards for the installation and use of Optical Fiber Cables in italics as follows:

88-700.1. Scope. The provisions of this article apply to the installation of optical fiber cables. It does not cover the construction of optical fiber cables.

88-700.2. Optical Fiber Cables. Optical fiber cables transmit light for control signaling and communications through an optical fiber.

88-700.3. Types. Optical fiber cables can be grouped into three types:

- (a) *Nonconductive. These cables contain no metallic members and no other electrically conductive materials.*

- (b) *Conductive.* These cables contain noncurrent-carrying conductive members such as metallic strength members and metallic vapor barriers.
- (c) *Hybrid.* These cables contain optical fibers and current-carrying electrical conductors and shall be classified as electrical cables in accordance with the type of electrical conductors.

88-700.4. Optical Fibers and Electrical Conductors.

- (a) *With Conductors for Electric Light Power, of Class I Circuits.* Optical fibers shall be permitted within the same hybrid cable for electric light, power, or Class I circuits operating at 600 volts or less only where the functions of the optical fibers and the electrical conductors are associated. Nonconductive optical fiber cables shall be permitted to occupy the same raceway or cable tray with conductors for electric light, power or Class I circuits operating at 600 volts or less.

Nonconductive optical fiber cables shall not be permitted to occupy the same cabinet, panel, outlet box or similar enclosure housing the electrical terminations of an electric light, power or Class I circuit.

Exception No. 1: Where nonconductive optical fiber cable is functionally associated with the electric light, power or Class I circuit.

Exception No. 2: Where nonconductive optical fiber cables are installed in factory or field-assembled control centers.

Installations in raceway shall comply with Section 87-300.12.

- (b) *With Other Conductors.* Optical fibers shall be permitted in the same cable, and conductive and nonconductive optical fiber cables shall be permitted in the same raceway, cable tray or enclosure with conductors of any of the following:
 - (1) *Class 2 remote-control, signaling and power-limited circuits in compliance with 88-725.*
 - (2) *Communications circuits in compliance with 88-800.*
 - (3) *Radio and television circuits in compliance with 88-810.*
- (c) *Grounding.* Noncurrent-carrying conductive members of optical fiber cables shall be grounded in accordance with 87-250.

88-700.5. Spread of Fire or Products of Combustion. Installations in hollow spaces, vertical shafts and ventilation of air-handling ducts shall be so made that the possible spread of fire or products of combustion will not be substantially increased. Openings around penetrations through fire-resistance rated walls, partitions, floors, or ceilings shall be firestopped using approved methods.

88-700.6. Vertical Runs. Optical fiber cables in a vertical run in a shaft shall be listed as having fire-resistance characteristics capable of preventing the carrying of fire from floor to floor.

Exception: Where the cables are encased in noncombustible tubing or are located in a fireproof shaft having fire stops at each floor.

88-700.7. Ducts and Plenums and Other Spaces Used for Environmental Air. Installations of optical fiber cables in ducts or plenums or other spaces used for environmental air shall comply with Sections 87-300.20 and 21 installation methods.

88-700.8. Support and Protection of Cables.

- (a) *Cables shall be installed in a workmanlike manner and shall be securely fastened in place in all accessible areas including accessible drop ceiling spaces.*
- (b) *Cables shall not be attached to or tied to raceways or pipes as a means of support.*
- (c) *Where passing through a floor the cable shall be enclosed in rigid metal conduit, intermediate metal conduit or electrical metallic tubing at least 18 inches above the floor.*

88-700.9. Grounding of Entrance Cables. Where exposed to contact with electric heat or power conductors, the noncurrent-carrying metallic members of aerial optical fiber cables entering buildings shall be grounded or shall be interrupted to close to the entrance of the building by an insulating joint or equivalent device.

SECTION 2. This ordinance shall be in full force and effect upon its passage and due publication.

COMMITTEE ON CABLE TELEVISION.

**Authority Granted to Amend Chapter 113.2, Section 113.2-8(B) of
Municipal Code Concerning Chicago Cable Ethics Ordinance.**

The Committee on Cable Television submitted the following report:

CHICAGO, June 20, 1984.

To the President and Members of the City Council:

Your Committee on Cable Television having under consideration a proposed amendment to Chapter 113.2 of the Chicago Cable Ethics Ordinance.

A Committee hearing was held on June 15, 1984, said meeting was recessed to a call of the chair. That meeting was reconvened on June 20, 1984, at which time a motion was made to amend Chapter 113.2-8(B). Alderman Stone moved to adopt the motion. Alderman Beavers seconded the motion. The motion to amend was passed by a unanimous voice vote.

Alderman Sawyer moved to pass the proposed ordinance as amended. Alderman Roti seconded the motion. The Committee recommended do *Pass, as amended*, by a unanimous voice vote.

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas--Aldermen Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Marzullo, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--30.

Nays--Aldermen Rush, Tillman, Evans, Langford, Streeter, Kelley, W. Davis, Smith, D. Davis, Frost, Natarus--11.

Alderman Schulter moved to *Reconsider* the foregoing vote. The motion was *Lost* by yeas and nays as follows:

Yeas--Aldermen Rush, Tillman, Evans, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus--13.

Nays--Aldermen Roti, Bloom, Sawyer, Beavers, Huels, Madrzyk, Burke, Kellam, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone--27.

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of the City of Chicago, Chapter 113.2, Sections 113.2-4, 113.2-7(A), 113.2-7(B), 113.2-7(C)(1), 113.2(C)(2), 113.2-8(A)(1), 113.2-8(A)(2), 113.2-8(A)(3), 113.2-8(A)(6), 113.2-8(B), 113.2-9(A), 113.2-11(B), 113.2-11(C) and 113.2-11(D) are hereby amended by striking the following in brackets:

SECTION 113.2-4 Disclosures by Applicants [and Grantees]

SECTION 113.2-7

A. No City Employee or member of his or her immediate family shall have an interest in an applicant [or a grantee]. Section 113.2-7.

B. No City representative or member of his or her immediate family shall have an interest in an applicant, [a grantee], or a person who supplies materials or services to an applicant [or a grantee].

SECTION 113.2-7

C. No City employee or member of his or her immediate family shall, directly or indirectly:

1. Solicit or accept an interest in, expenditure from, or any other thing of value or transaction conferring an economic benefit, from an applicant, [grantee], spokesperson, or person who supplies materials or services to an applicant [or grantee].
2. Solicit, request from or recommend to any applicant, [grantee], spokesperson, or person who supplies materials or services to an applicant [or grantee], the appointment of any person to a place or position, or the provision of an interest, expenditure, or any other thing of value or transaction conferring an economic benefit, to any person.

SECTION 113.2-8

A. Each City representative and advisor shall file with the Cable Administrator a written statement, subscribed under oath before a notary public, publicly disclosing the following information:

1. All interests or other economic relationships which the City representative or a member of his immediate family has or had at any time since January 1, 1980, in any applicant or any person who supplies materials or services to an applicant [or grantee].
2. All interests which the City representative knows have been held, at any time since January 1, 1980, in an applicant or in a person who supplies materials or services to an applicant [or grantee] by a family member or by a person with whom the City representative maintains a close economic association.
3. All interests or other economic relationships which the City advisor has or had at any time since January 1, 1980, in any applicant or any person who supplies materials or services to an applicant [or grantee].
6. All communications, direct or indirect, which the City representative or a member of his immediate family or advisor, at any time since January 1, 1980, has had with an applicant, and any such communications relating in any way to cable communications in the City of Chicago with a person who supplies materials or services to an applicant or [grantee or] with a person who has a direct economic interest in the award of a franchise.

B. City representatives and advisors shall file their disclosure statements within 30 days after the period for submitting franchise applications has expired, covering the period January 1, 1980, to the date of the statement. Additional statements, supplementing the information initially filed, shall be filed on the last day of each month thereafter until three months have passed after the award of all cable franchises in the City.

SECTION 113.2-9

A. No applicant, spokesperson, or person who supplies materials or services to an applicant [or a grantee] shall directly or indirectly communicate with a City employee, concerning any matter related in any way to cable communications in the City of Chicago, the request for proposals, applications for franchises, franchises, or any franchise ordinance except in writing addressed to:

Cable Administrator
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

All responses on behalf of the City or any City employee to such communications shall be in writing filed with the Cable Administrator. The Cable Administrator shall maintain all such communications and responses in his office, available for public inspection during regular business hours.

SECTION 2. The Municipal Code of the City of Chicago, Chapter 113.2, is hereby amended by deleting Sections 113.2-2(J), 113.2-11(B), 113.2-11(C), and 113.2-11(D) therefrom.

SECTION 3. The Municipal Code of the City of Chicago, Chapter 113.2, Section 113.2-4(C) is hereby amended by striking the following language in brackets and by substituting the language in *italics* therefor:

C. Each [grantee] *applicant* shall make disclosures, consistent with the provisions and intent of this ordinance, regarding changes of ownership interests, spokespersons, expenditures, and any other matter relating to cable communications, on forms provided by the Cable Administrator. Nothing herein shall be construed to prevent the Cable Administrator or the Chicago Cable Commission from requiring disclosure of information in addition to that needed to comply with the terms of this ordinance.

SECTION 4. The Municipal Code of the City of Chicago, Chapter 113.2, Section 113.2-2 is hereby amended by striking the following subsection references in brackets and by substituting the subsection references in *italics* therefor:

[K] J. "Immediate family" includes spouse and family members living with the person.

[L] K. "Interest" means any economic interest or relationship, whether by ownership, purchase, sale, lease, contract, option, investment, employment, gift, fee, or otherwise; whether present, promised or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person itself or in a parent or subsidiary corporation, or in another subsidiary of the same parent. "Interest" shall not include ownership through purchase at fair market value of less than 1% of the shares of a parent, subsidiary or other affiliated corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934. "Interest" shall also not include any interest provided equally to all cable subscribers or to all persons who agree to become cable subscribers, or any interest publicly determined by the Cable Administrator to be so minor that it doesn't reasonably constitute an actual or apparent conflict of interest.

[M] L. "Municipal Code" means the Municipal Code of the City of Chicago.

[N] M. "Person" means an individual, firm, corporation, cooperative, association, trust, partnership, joint venture, combination or other legally recognized entity.

[O] N. "Person with whom a City Representative maintains a close economic association" means a person associated with a City representative in a partnership, professional service corporation, or other form of business association or professional association, whether as a partner, officer, employee, associate, principal, agent or otherwise; provided that such "association" shall not include participation by both the representative and the other person as limited partners or other passive investors in an entity in which neither owns or controls more than 5% of the equity of the entity.

[P] O. "Request for Proposals" means the City's request for proposals to construct and operate a cable communications system pursuant to Chapter 113.1, Section 113.1-5(B) of the Municipal Code, or any successor ordinance or provisions of law relating to the same subject matter.

[Q] P. "Spokespersons" include any persons who, at any time since January 1, 1980, are authorized to speak on behalf of an applicant, or otherwise to represent the applicant, or to serve

the applicant in an agency capacity or by contract, with respect to any matter relating to cable communications in the City of Chicago. "Spokespersons" include, but are not limited to, all attorneys, consultants, franchise representatives, public relations advisors or representatives, advertising agencies, marketing research firms, accountants, bankers, underwriters, financial or investment advisors, brokers, persons conducting needs assessments on behalf of the applicant, and the like, and any persons who are authorized to or who on behalf of the applicant make any communication or engage in any activity relating to the content or approval of any request for proposals, franchise application, franchise, or ordinance concerning cable communications in the City of Chicago. In the case of any individual "spokesperson," spokesperson also includes any firm or other business or professional association by which the individual is employed or with which he or she is otherwise affiliated. In the case of a firm or other entity, "spokesperson" also includes any individuals who perform or will perform any of the activities as "spokesperson". "Spokesperson" includes any person employed by or retained by the applicant or by a parent corporation, subsidiary or other affiliated entity, whose responsibilities include any of the foregoing communications or activities.

SECTION 5. The preamble of the Municipal Code of the City of Chicago, Chapter 113.2 is hereby amended by adding the following language in italics thereto:

WHEREAS, The awarding of franchises for and operation of cable communications within the City of Chicago are matters of public importance; and

WHEREAS, It is the intent of the City Council of the City of Chicago to ensure that these matters be conducted free of any conflict of interest or the appearance thereof, and with the maximum protection for the purpose of enhancing public confidence in the integrity of these matters; and

WHEREAS, The City Council has determined that it is necessary and appropriate to adopt provisions mandating disclosure and prohibiting the award of cable communications franchises under certain circumstances; and

WHEREAS, The City Council has determined that it is necessary and appropriate to adopt other provisions mandating disclosure and prohibiting certain activities during the construction and operation of the cable communications system within the City of Chicago; and

WHEREAS, The City Council has determined that it is necessary and appropriate to adopt separate and distinct ethics provisions for the awarding of franchises and for the construction and operation of a cable communications system pursuant to a franchise awarded by the City Council; now, therefore,

SECTION 6. The Municipal Code of the City of Chicago, Chapter 113.2, Section 113.2-1 is hereby amended by adding the following language in italics thereto:

SECTION 113.2-1 SHORT TITLE

This ordinance shall be known as the Chicago Cable Ethics Ordinance-Franchising Process.

SECTION 7. The Municipal Code of the City of Chicago, Chapter 113.2 is hereby amended by adding the following language in italics thereto:

SECTION 113.2-12 SUNSET PROVISION

Sections 113.2-1 - 113.2-11 of this Chapter as applied to any franchise area within the City of Chicago shall expire two months after the acceptance by an applicant for said franchise area of a franchise approved by the City Council pursuant to Section 113.1-55(A) of Chapter 113.1 of the Municipal Code.

SECTION 113.2-13 SHORT TITLE

This ordinance shall be known as the Chicago Cable Ethics Ordinance -Construction and Operation of the Cable Communications System.

SECTION 113.2-14 DEFINITIONS

A. "Cable Administrator" means the Cable Administrator appointed pursuant to Section 113.1-42 of Chapter 113.1 of the Municipal Code or, if such position is vacant, such person as may

be temporarily designated by the Mayor of the City of Chicago, pending the appointment of the Cable Administrator.

B. "Chicago Cable Commissioner" means any of the four members of the Chicago Cable Commission appointed by the Mayor in accordance with Section 113.1-44(A) of the Municipal Code.

C. "City" means the City of Chicago.

D. "City employee" means any employee or official of the City, including any City representative but, unless otherwise specified in this ordinance, shall not include members of boards or commissions (other than the Chicago Cable Commission) whose duties and responsibilities are part-time in nature.

E. "City representative" means the Mayor; members of the City Council; the Cable Administrator; all members of the Chicago Cable Commission established pursuant to Section 113.1-43 of Chapter 113.1 of the Municipal Code; and all other City employees designated by the Cable Administrator on the basis of either the importance of their positions or relationship to cable communications in the City of Chicago.

F. "Commission" means the Chicago Cable Commission established pursuant to Section 113.1-43 of Chapter 113.1 of the Municipal Code.

G. "Communication" means the discussion, presentation, or any oral, written, or other transmission of information relating in any way to cable communications in the City of Chicago.

H. "Expenditure" means a payment, distribution, loan, advance, deposit, political or campaign contribution or loan, or gift of money or anything of value, or the conferring of an economic benefit or the incurring of an economic cost, and includes a contract, promise, or agreement; whether or not legally enforceable; whether or not made or incurred in the City of Chicago; relating in any way to cable communications in the City of Chicago; "Expenditure" includes expenditures by a person's parent corporation, subsidiary, predecessor or other affiliated entity, or by any business or professional entity with which an individual is affiliated or associated.

I. "Grantee" means any person granted a cable communications franchise pursuant to Chapter 113.1 of the Municipal Code or any successor ordinance or provisions of law relating to the same subject matter, and the person's lawful and approved successors, transferees or assignees.

J. "Interest" means any economic interest or relationship, whether by ownership, purchase, sale, lease, contract, option, investment, employment, gift, fee, or otherwise; whether present, promised or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person itself or in a parent or subsidiary corporation, or in another subsidiary of the same parent. "Interest" shall not include ownership through purchase at fair market value of less than 1% of the shares of a parent subsidiary or other affiliated corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934. "Interest" shall also not include any interest provided equally to all cable subscribers or to all persons who agree to become cable subscribers, or any interest publicly determined by the Cable Administrator to be so minor that it doesn't reasonably constitute an actual or apparent conflict of interest.

K. "Municipal Code" means the Municipal Code of the City of Chicago.

L. "Ownership Interest" means any economic interest or relationship, whether by ownership or investment; whether present, promised or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person itself or in a parent or subsidiary corporation, or in another subsidiary of the same parent. "Ownership Interest" shall not include ownership through purchase at fair market value of less than 1% of the shares of a parent, subsidiary or other affiliated corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934. "Ownership Interest" shall also not include any interest publicly determined by the Cable Administrator to be so minor that it doesn't reasonably constitute an actual or apparent conflict of interest.

M. "Person" means an individual, firm, corporation, cooperative, association, trust, partnership, joint venture, combination or other legally recognized entity.

N. "Request for proposals" means the City's request for proposals to construct and operate a cable communications system pursuant to Chapter 113.1, Section 113.1-5(B) of the Municipal Code, or any successor ordinance or provisions of law relating to the same subject matter.

SECTION 113.2-15 GRANTEE'S PROHIBITIONS

Grantee shall not, directly or indirectly, knowingly:

A. Provide, offer, promise, suggest, or otherwise communicate the possible provision of an interest to a City Representative or a City Representative's spouse, child, or any other person living in the same household as a City representative.

B. Communicate with a Chicago Cable Commissioner in violation of the restrictions on ex parte communications provided by Section 113.2-19 of this Chapter.

C. Provide, offer, promise, suggest, or otherwise communicate the possible provision of an ownership interest to a City employee or a City employee's spouse, child, or any other person living in the same household as a City employee.

SECTION 113.2-16 DISCLOSURES BY GRANTEE

A. On or before January 15, of each year, each grantee shall file with the Cable Administrator a written statement subscribed under oath before a notary public by the grantee or an authorized officer of the grantee publicly disclosing all information concerning ownership of the grantee as requested in the City's Request For Proposals on forms provided by the Cable Administrator. Such ownership information shall include disclosure of any ownership interest that is held by an agent or nominee.

B. Each grantee shall promptly make disclosures, consistent with the provisions and intent of this ordinance regarding changes of ownership and interests on forms provided by the Cable Administrator.

C. Nothing herein shall be construed to prevent the Cable Administrator from requiring disclosure of information in addition to that needed to comply with the terms of this ordinance.

SECTION 113.2-17 CITY REPRESENTATIVE'S PROHIBITIONS

A. No City representative or a City representative's spouse, child, or any other person living in the same household as a City representative shall have an interest in a grantee.

B. No City representative or a City representative's spouse, child, or any other person living in the same household as a City representative shall directly or indirectly:

1. Solicit or accept an interest in, expenditure from, or any other thing of value or transaction conferring an economic benefit from a grantee.
2. Solicit, request from or recommend to any grantee, the appointment of any person to a place or position, or the provision of an interest, expenditure, or any other thing of value or transaction conferring an economic benefit to any person.

SECTION 113.2-18 CITY EMPLOYEE'S PROHIBITIONS

No City employee or a City employee's spouse, child, or any other person living in the same household as a City employee shall have an ownership interest in a grantee.

SECTION 113.2-19 EX PARTE COMMUNICATIONS

A. No grantee shall directly or indirectly communicate with a Chicago Cable Commissioner concerning any matter related in any way to cable communications in the City of Chicago, except in writing addressed to the Cable Administrator.

B. No Chicago Cable Commissioner shall directly or indirectly communicate with a grantee concerning any matter related in any way to cable communications in the City of Chicago, except through the Cable Administrator.

C. The Cable Administrator shall maintain a file of all such communications and responses in his office, available for public inspection during regular business hours.

D. The foregoing shall not apply to communications consisting exclusively of the following:

1. Requests for schedules of meetings of the Commission.
2. Testimony, debate or deliberation at any meeting of the Commission.
3. Communication through the public media, such as statements in news interviews, public forums and paid advertisements.

SECTION 113.2-20 CABLE ADMINISTRATOR'S RESPONSIBILITIES

A. Not less than thirty (30) days before the due date for filing any statement required by this Chapter, the Cable Administrator shall send a written notice to each grantee of its responsibility to file such a statement. The notice shall be in writing and deposited in the U.S. Mail, properly addressed, first class postage prepaid. A certificate executed by the Cable Administrator attesting that he has mailed the notice constitutes prima facie evidence thereof.

B. As statements and reports are filed in his office pursuant to this Chapter, the Cable Administrator shall keep a chronological log of such filings and also indicate them on an alphabetical listing of persons who are required to file such statements and reports. Any person who files a statement or report under this Chapter is entitled to receive from the Cable Administrator a receipt indicating that he or she has filed such a statement or report and the date of such filing.

C. All statements, reports, logs, listings, and other documents filed pursuant to this Chapter shall be available for examination and copying by the public during regular business hours. The Cable Administrator may charge a reasonable fee for copies, not to exceed the cost of copying and delivering the statement or report. Each person who asks to examine a statement, report, or other document filed pursuant to this Chapter must first fill out a form identifying the examiner and the person on whose behalf the examination is being conducted by name, address, occupation and telephone number, and listing the documents to be examined and the date of examination.

D. Upon request, the Cable Administrator shall promptly notify each person required to file a statement or report under this Chapter of all instances of examination thereof by sending duplicate copies of the identification forms filled out by persons examining his or her statements or reports.

E. The Cable Administrator shall update the list of City representatives on a monthly basis and promptly send said list to all grantees.

F. The Cable Administrator shall notify the Mayor and City Council of any alleged or apparent violations of this ordinance and any reports or investigations relating thereto.

SECTION 113.2-21 PENALTIES

A. Violations by a grantee of Sections 113.2-15, 113.2-16, 113.2-19 of this Chapter shall render any franchise held by said grantee voidable at the option of the City Council.

B. When an ownership interest in a grantee is acquired or otherwise held by a person who, within eighteen months prior to obtaining such ownership interest, was a City representative or a City representative's spouse, child, or any other person living in the same household as a City representative, any franchise held by said grantee shall be voidable at the option of the City Council.

C. Any person who knowingly violates any provisions of this Chapter shall be subject to a fine not to exceed Five Hundred Dollars (\$500.00) for each offense. Each day of violation shall constitute a separate offense.

SECTION 8. This ordinance shall be effective from and after the date of its passage.

COMMITTEE ON CLAIMS AND LIABILITIES.

Authority Granted for Payment of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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--45.

Nays--None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Leroy Levy 9436 S. May Street Chicago, Illinois 60620	3/20/83 55th and Garfield Boulevard	\$ 41.00
Allstate Ins. Co. and Ham Caldwell CL No. 1838521639HBD 2555 N. Central Avenue Chicago, Illinois 60639	3/2/83 317 E. 51st Street	202.12
Dmytro Halkyn 4908 W. Cornelia Avenue Chicago, Illinois 60641	6/3/81 Addison and Avondale Streets	214.71
Albert M. Mitchell, Jr. 5525 N. Winthrop Avenue, Apt. 304 Chicago, Illinois 60640	5/9/83 5525 N. Winthrop Avenue	479.75
Larry Fisher 5257 W. Irving Park Road Chicago, Illinois 60641	7/16/81 120 N. LaSalle Street	617.81
Evelyn Robar-Dorin 1041 W. Dickens Chicago, Illinois 60614	6/28/83 1040 W. Dickens	554.11

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Atlantic Ins. Co. and David Frost CL No. 13-724664 125 S. Wacker Drive Chicago, Illinois 60606	9/14/83 5020 S. Keeler Avenue	\$ 269.00
Rodman A. Bates 520 E. Green Street Champaign, Illinois 61820	10/17/83 1400 S. LaSalle Street	113.28
Jimmie L. Murray 2731 W. Gladys Avenue Chicago, Illinois 60612	10/20/83 137 N. LaSalle Street	901.88
Bruce Fine 1039 N. LaSalle Chicago, Illinois 60611	9/30/83 947 N. State Street	250.00
Underwriters Adjusting Co. and Jess and Margo Forrest CL No. 255-3J5809 200 S. Wacker Drive Chicago, Illinois 60606	4/28/83 5600 N. Lake Shore Drive	495.07
Jeraidine Walton 2021 E. 81st Street Chicago, Illinois 60617	11/10/83 79th and Kimbark Avenue	69.87
Marlene Welcing 5901 W. Leland Avenue Chicago, Illinois 60630	12/8/83 Parking Facility No. 5	430.66
Laura McCarthy 19641 S. Union Avenue Chicago, Illinois 60628	12/7/83 115th and Lafayette	200.00
Leonard R. Wojcicki 11034 Ewing Avenue Chicago, Illinois 60617	1/3/84 12800 S. Butler Drive	860.05
Iris E. Harvey 21 E. Chestnut Street Chicago, Illinois 60611	10/15/83 Parking Garage No. 5	394.00
Robin L. Myart 1520 W. 78th Street Chicago, Illinois 60620	1/16/84 73rd and Ashland Avenue	80.11
Raymond Auguiano 6001 S. Nagle Avenue Chicago, Illinois 60638	1/5/84 57th and 58th Streets	147.70
Martin Latter 1255 N. Sandburg Terrace Apt. 2011 Chicago, Illinois 60610	2/2/84 Parking Facility No. 5	93.59
Hanny S. Baba 2235 W. Summerdale Avenue Chicago, Illinois 60625	12/19/83 2850 W. Touhy Avenue	130.38

June 20, 1984

REPORTS OF COMMITTEES

7819

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Sister Kathleen Doherty, B.V.M. c/o Holy Family 1019 S. May Street Chicago, Illinois 60607	3/16/84	\$ 69.00
Barry A. Mattes 5445 N. Sheridan Road Apt. 1704 Chicago, Illinois 60640	1/26/84 7007 N. Sheridan Road	85.48
James Levatino 2800 N. Lake Shore Drive Chicago, Illinois 60657	5/1/83 2736 N. Pine Grove Avenue	152.59
Jack Accardi 3755 N. Oketo Avenue Chicago, Illinois 60634	3/26/84 2600 W. Diversey Avenue	469.21
Mary Ann Sikorski 4547 S. Francisco Avenue Chicago, Illinois 60632	4/4/84 4253 S. Archer Avenue	152.89
Warren Joseph Nickel 6054 S. Parkside Avenue Chicago, Illinois 60638	1/31/84 209 W. Jackson Boulevard	471.00
Darrell L. Betton 520 W. 128th Street Chicago, Illinois 60628	3/22/84 127th and Parnell Avenue	104.52
Henry J. Block 3658 W. 83rd Street Chicago, Illinois 60652	3/22/84 Fillmore Street and Pulaski Road	201.32
Edwin C. King 540 Hill Avenue Glen Ellyn, Illinois 60137	3/22/84 Addison and Rockwell Streets	80.80
Danae Kornaros 446 W. Aldine Avenue Chicago, Illinois 60657	5/31/82 Lake Shore Drive at Belmont Avenue	484.16
Rose C. Libreri 6244 N. Nagle Avenue Chicago, Illinois 60646	12/12/83 Northwest Highway and Sayre Avenue	94.00
George McDonough 1440 Linden Road Homewood, Illinois 60430	3/19/84 115th and Cottage Grove Avenue	185.66
Mary McKernin 4309 N. Kedvale Avenue Chicago, Illinois 60641	3/20/84 Parking Facility No. 5	82.15
Barbara F. Sharf 1447 W. Belle Plaine Avenue No. 1-E Chicago, Illinois 60613	4/18/84 4000 N. Ashland Avenue	122.32
Herb Sweetow 9325 Kolmar Avenue Skokie, Illinois 60076	8/9/83 120 N. LaSalle Street	231.80

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
David Swidler 29 S. LaSalle Street - No. 726 Chicago, Illinois 60603	4/17/84 Ashland and Irving Park Road	\$ 62.50
Frances B. Timmons 5845 N. Washtenaw Avenue Chicago, Illinois 60659	3/22/84 4520 W. Peterson Avenue	77.34
Timothy P. Grant 6443 S. Clarendon Hills Road Willowbrook, Illinois 60541	2/22/84 9600 S. Winchester Avenue	217.00
Joel Anderson 7755 S. Sangamon Street Chicago, Illinois 60620	4/19/84 5300 S. State Street	189.30
Gilbert M. Congoran 2527 W. Gunnison Street Chicago, Illinois 60625	4/16/84 3000 block of Lake Shore Drive	118.02
George Karas 5013 N. Knight Norridge, Illinois 60656	2/28/84 Parking Facility No. 8	123.05
John J. Morrissey 3801 W. 60th Place Chicago, Illinois 60629	4/17/84 2000 W. 103rd Street	154.66

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Peter Educate 3253 N. Olcott Avenue Chicago, Illinois 60634	7/22/83 3253 N. Olcott Avenue	\$ 168.00
State Tower Condominium 1230 N. State Parkway Chicago, Illinois 60610	6/19/83 1230 N. State Parkway	603.33
Allstate Ins. Co. and Michael Jackson CL No. 2709091157 P.O. Box 127 Skokie, Illinois 60077	10/20/83 12751 S. Emerald Avenue	186.65
Nancy L. Woullard 7438 S. Harvard Avenue Chicago, Illinois 60621	11/29/82 7438 S. Harvard Avenue	325.00
Jelline Smith 9822 S. King Drive Chicago, Illinois 60628	2/10/84 9822 S. King Drive	129.60
Charlotte Brown 2878 Dallas Gary, Indiana 46406	11/21/79 5901 S. Harlem Avenue	362.70

Damage to Vehicles.

Department of Police: Account No. 100.9112.934

June 20, 1984

REPORTS OF COMMITTEES

7821

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
State Farm Ins. Co. and Jennifer Smith CL No. 13-8443-761 5680 S. Archer Avenue Chicago, Illinois 60638	3/25/83 Forest Avenue in Riverside	\$ 269.50
American Ambassador Cas. Co. and Larry James CL No. 88156 900 Skokie Boulevard Northbrook, Illinois 60062	7/24/83 516 W. 103rd Street	454.88
State Farm Ins. Co. and Joseph Ciavirelli CL No. 13-2046-149 2645 W. Addison Street Chicago, Illinois 60618	8/29/83 Hamlin and Wrightwood Streets	239.56
Allstate Ins. Co. and Adam Bischoff CL No. 1019369971 S03 P.O. Box 127 Skokie, Illinois 60077	10/12/83 Central and Dickens Street	409.57
State Farm Ins. and Edwin Folkens CL No. 13 2052 266 2645 W. Addison Street Chicago, Illinois 60618	9/20/83 Damen and North Avenues	362.49
J.C. Penny Cas. Ins. Co. and Jean Reese CL No. A0832824-02 800 Brooksedge Boulevard Westerville, Ohio 43081	9/12/83 9104-06 Indiana	1,248.00
Jackie B. Johnson 6610 S. Loomis Chicago, Illinois 60636	12/27/83 6610 S. Loomis	1,076.40
Charles Harris 5425 S. Laflin Chicago, Illinois 60609	12/10/83 63rd and Marshfield Avenue	285.40
Allstate Ins. Co. and Wilbur Moore CL No. 2707966806 FSH P.O. Box 127 Skokie, Illinois 60077	6/14/83 90th and Jeffrey Avenue	371.00
Chicago Acceptance Corp. and Arlene White 3100 W. Peterson Avenue Chicago, Illinois 60659	12/1/83 Auto Pound No. 7	1,500.00
Carl M. Brecht 6858 S. Euclid Avenue Chicago, Illinois 60649	1/18/84 6800 block of Bennett Avenue	443.33
John V. LaMotte, Jr. 3517 N. Racine Avenue No. 2E Chicago, Illinois 60657	12/20/83 950 N. State Street	676.69
Northern Trust Co. Attn: Lillian Jacobs 20 S. LaSalle Street Chicago, Illinois 60675	1/27/84 North and Sheffield Avenues	360.01

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Kevin L. Josey 12123 S. Lafayette Avenue Chicago, Illinois 60648	3/19/84 3200 W. Melrose Street	\$ 200.00
Toni R. Price 10739 S. Champlain Avenue Chicago, Illinois 60628	1/29/84 301 E. 63rd Street	200.00

Damage to Property.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
State Farm Ins. Co. and Joan Sweeney CL No. 465-861 160 Industrial Drive Elmhurst, Illinois 60126	10/26/82 5634 N. Melvina Avenue	\$ 396.25
Gali W. Bowman 2314 W. Central Park Chicago, Illinois 60647	6/21/83 2814 N. Troy Street	270.00
Karen Hart 6012 N. Menard Avenue Chicago, Illinois 60646	1/21/84 6012 N. Menard Avenue	185.00
Verica Miller P.O. Box 508282 Cicero, Illinois 60650	12/9/83 39th and Michigan Avenue	1,500.00
Joseph N. Taylor 4550 N. Clarendon Avenue Apt. 1405-N Chicago, Illinois 60640	11/18/83 500 W. Oak Street	139.00

Damage to Vehicles.

Department of Fire: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
McDonald's Corporation Attn: Barbara Knecht One Energy Center, Suite 255 Naperville, Illinois 60565	7/10/83 67th and Oglesby Avenue	\$ 1,022.50
Omaha Indemnity and Elsie Hudspeth CL No. 039691 3201 Farnam Street Omaha, Nebraska 68131	7/10/83 67th and Clinton Street	635.26
Lucille Crump 532 W. 65th Place Chicago, Illinois 60621	10/7/83 7130 S. Merrill Avenue	185.00

Damage to Property.

Department of Fire: Account No. 100.9112.934

June 20, 1984

REPORTS OF COMMITTEES

7823

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Ann Jablonski 8348 W. Summerdale Avenue Chicago, Illinois 60656	12/11/82 8348 W. Summerdale	\$ 100.00

Damage to Vehicles.

Department of Sewers: Account No. 314.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Robert E. Koehler 5316 W. Oakdale Drive Chicago, Illinois 60641	2/1/84 39th and Western Avenue	\$ 234.40
State Farm Ins. and Barbara Stroden CL No. 13-8443-512 5680 S. Archer Avenue Chicago, Illinois 60638	2/10/83 21 S. Peoria Street	149.87
Safeco Ins. Co. and Sam Ellis Pol. No. D 701069 1900 W. Hassell Road Hoffman Estates, Illinois 60196	8/8/83 2948 W. Roscoe Street	255.83

Damage to Vehicles.

Department of Water: Account No. 200.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Recovery Services Int'l. and Rowe & Sons, Inc. File No. A11A 39 71 49-5 5745 E. River Road Chicago, Illinois 60631	7/26/83 4000 W. 40th Street	\$ 796.63

Damage to Property.

Department of Water: Account No. 200.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Peoples Gas Light & Coke Co. File No. 83-0-175 122 S. Michigan Avenue Chicago, Illinois 60603	11/16/83 1720 N. Talman Avenue	\$ 712.53
Peoples Gas Light & Coke Co. File No. 83-0-174 122 S. Michigan Avenue Chicago, Illinois 60603	11/10/83 1640 N. Talman Avenue	260.34
Peoples Gas Light & Coke Co. File No. 84-0-5 122 S. Michigan Avenue Chicago, Illinois 60603	1/4/84 5749 N. Jersey Avenue	618.69
Peoples Gas Light & Coke Co. File No. 84-0-4 122 S. Michigan Avenue Chicago, Illinois 60603	12/1/83 1826 N. Wood Street	655.83

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Illinois Bell Telephone Co. ZCD 10306 225 W. Randolph St.-Hq. 18E Chicago, Illinois 60606	7/21/83 2351 N. Kilbourn Avenue	\$1,105.88

Damage to Vehicles.

Department of Public Works: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Allstate Ins. Co. and Hiram Pittman CL No. 2520017241 9730 S. Western Avenue Chicago, Illinois 60649	7/12/83 408 N. Lake Shore Drive	\$1,146.20

*Damage to Vehicles.*Department of Streets and Sanitation, Bureau of Forestry:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Maria Guerrero 2323 S. Trumbull Avenue Chicago, Illinois 60623	8/31/83 2323 S. Trumbull Avenue	\$ 300.00
Richard Bedran 5706 S. Moody Avenue Chicago, Illinois 60638	1/30/84 5706 S. Moody Avenue	165.00

*Damage to Property.*Department of Streets and Sanitation, Bureau of Forestry:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Anthony V. Reyes 10634 S. Avenue H Chicago, Illinois 60617	3/3/78 10634 S. Avenue H	\$ 285.00

Building Permit Refund.

Department of Inspectional Services: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Marina, Inc. 10327 S. Peoria Street Chicago, Illinois 60643	3/27/84 Permit No. 638255	\$ 170.00

*Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF DAMAGE TO
VEHICLES, ETC.*

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, June 20, 1984.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred on September 22, 1979 and subsequent sundry claims as follows:

(Mar. 17, 1982)	Mrs. Little
(July 8, 1982)	Billie Bullock
(Dec. 29, 1980)	The Hertz Corporation
(Dec. 29, 1980)	Montgomery Ward Ins. and John Hubbard
(Sept. 21, 1980)	Stanley D. Hollenbeck
(Sept. 22, 1979)	Arthur Galvan
(Feb. 18, 1982)	Marion Gilbert
(May 18, 1982)	James Jamison
(May 12, 1983)	Johnnie Sanders
(July 30, 1982)	Illinois Bell Telephone Co. (Bill No. ZCD 3307)
(July 19, 1982)	Illinois Bell Telephone Co. (Bill No. ZCD 2302)
(Nov. 15, 1982)	Charles E. Jordan
(Aug. 30, 1983)	Vernon Coleman
(Feb. 21, 1983)	Andre Robinson
(Feb. 2, 1983)	American Family Ins. Group and Kimberlee B. Gambill
(Nov. 23, 1981)	Greater Chicago Auto Auction, c/o Joe Lyng, President
(June 1, 1983)	Goes Lithographing Co.
(May 24, 1983)	Industrial Fire and Casualty Co., subrogee Sandra M. Slaughter
(July 5, 1983)	Frank Celano
(July 5, 1983)	Jimmie Bailey
(Sept. 20, 1983)	Pattison and Sons, Inc. (Robert G. Pattison)
(Sept. 10, 1983)	William Hearn
(Sept. 14, 1983)	Adolfo Bravo
(July 20, 1983)	Yellow Cab Co., c/o Dinkes, Soll and Dinkes (File Y83-587)
(July 10, 1983)	Scott Jacobs
(Aug. 17, 1983)	The Hartford, subrogee of Sarah Kooser
(June 16, 1983)	Mohamad S. Bahary
(July 25, 1983)	Standard Mutual Ins. Co., subrogee James Demos
(Oct. 28, 1983)	Jose C. Salinas
(Oct. 28, 1983)	Bertha Pittman
(Nov. 11, 1983)	Nathaniel Epps
(Aug. 16, 1983)	Peoples Gas Light and Coke Co. (File No. 83-0-135)
(Aug. 10, 1983)	Peoples Gas Light and Coke Co. (File No. 83-0-133)
(Oct. 18, 1983)	Joretta Green
(Nov. 14, 1983)	Johnnie Bradley
(Nov. 15, 1982)	Peoples Gas Light and Coke Co. (File No. 83-0-20)
(Nov. 11, 1982)	Peoples Gas Light and Coke Co. (File No. 83-0-18)
(Nov. 3, 1983)	People Gas Light and Coke Co. (File No. 83-0-170)
(Aug. 31, 1983)	Robert Polk
(Dec. 4, 1983)	Ted B. Altman
(Dec. 16, 1983)	Jeremiah Taylor
(Dec. 8, 1981)	Ralph Levaccare
(Oct. 26, 1983)	Mrs. Carrie Birk
(Mar. 13, 1983)	Robert A. Wiacek
(Oct. 4, 1983)	John Cheeseman
(July 3, 1983)	Merit Insurance Co., subrogee of Mary L. Kalb
(Oct. 24, 1983)	Ivette Perez
(May 29, 1983)	Gene H. Wolfe

(Oct. 28, 1983)
(May 4, 1983)
(Nov. 9, 1983)
(Jan. 5, 1984)
(Nov. 14, 1983)

Yellow Cab Co., c/o Dinkes, Soll and Dinkes
John P. Slowinski
Michael L. Gray
Ronald Luther Holt
Peoples Gas Light and Coke Co.

(Jan. 13, 1984)
(Nov. 18, 1983)
(Jan. 4, 1984)
(Dec. 9, 1983)
(Nov. 7, 1983)

Atilano Sanchez
LaSalle Mortgage and Realty Co., Inc.
Carol A. Ziemann
Elma McNuckle
Mary C. McIntyre

(July 30, 1983)
(Jan. 3, 1984)
(Jan. 8, 1984)
(Dec. 15, 1983)
(Jan. 17, 1983)

Mary Ellen Koncel
Floyd Jacobs
Peoples Gas Light and Coke Co.
Joseph Celano
Myrtis J. Allen

(July 28, 1983)
(Nov. 18, 1983)
(Dec. 10, 1983)
(Feb. 7, 1984)
(Jan. 9, 1984)

Liberty Mutual, as subrogee of Maria and Jesus Alcala
Pamela A. Manning
Olor Seamster
John C. Garrett
Analita Delgado

(Oct. 14, 1980)
(Jan. 11, 1984)
(Jan. 1, 1984)
(Jan. 9, 1984)

Jeanne S. Long
Mary D. Sweeney
Ronald Rubinstein
Walrab, Capenigro and Assoc. and Dennis and Judith
Manzke
Ervene Holmes

(Feb. 19, 1984)

(Oct. 12, 1983)
(Nov. 28, 1983)
(Mar. 11, 1983)
(Feb. 3, 1983)
(Mar. 13, 1984)

Robert Wesolek
Lawrence J. Nisivaco
Dudley A. Emmons
Sentry Insurance, as subrogee of Stransky and Son
Edmund J. Linowiecki

(Dec. 17, 1983)
(Dec. 23, 1983)
(Dec. 3, 1983)
(Jan. 13, 1984)
(Apr. 22, 1983)

Mrs. Donald Metter
Allen D. Coapstick
Quinton L. Christophe
William A. Christopher
Recovery Services and Theresa Kattner

(Jan. 18, 1984)
(Jan. 23, 1984)
(Feb. 28, 1984)
(Feb. 28, 1984)
(Feb. 13, 1984)

John J. Saverino
Tom Terrill, Jr.
Dominick M. DeCanio
Donald Williams, Jr.
Mrs. D. Hernandez

(Nov. 29, 1983)
(Oct. 9, 1983)
(Mar. 20, 1984)
(Jan. 18, 1984)
(Mar. 19, 1984)

Home and Auto Ins. Co. and Robert J. Billa
Iris E. Harvey
Christopher A. Hansen
Joann G. Garcia
Stuart Leipziger

(Jan. 27, 1984)
(Mar. 18, 1984)
(Feb. 1, 1984)
(Oct. 15, 1982)
(Feb. 2, 1984)

Mary Kazarian
Merrill Lando
Sharon Martinaitis
Arthur Johns, Jr.
Isadore Branch

(May 31, 1983)
(May 4, 1983)

Martin Brantsch
Rosetta Edwards

(Sept. 29, 1983)	Mildred Lynk
(Dec. 5, 1982)	Jose A. Perez, c/o Croydon Hotel, Apt. 1208
(Aug. 6, 1983)	Jack F. Clifford and Associates Ltd. and Jerry Slattery
(Feb. 29, 1984)	Eugene E. Voiland
(Apr. 12, 1984)	Joel E. Sanford
(Dec. 1, 1983)	Claudine Lee
(Jan. 6, 1984)	Peoples Gas Light and Coke Company
(Mar. 3, 1984)	Steven Flowers
(Apr. 2, 1984)	Jeanette Jones
(May 14, 1983)	Christopher Moore, c/o Mark Jeffery and Associates
(Mar. 8, 1984)	Jacqueline Riley
(Mar. 23, 1984)	Estelle Schwartz
(Nov. 1, 1982)	Economy Fire and Cas. Ins. Co. and Daniel F. Leahy
(Aug. 2, 1983)	Matthews, Charlie and Irene
(Mar. 14, 1984)	Juan C. Quimi
(Dec. 23, 1983)	State Farm Ins. Co. and Thomas Donzell
(Dec. 15, 1983)	State Farm Ins. Co. and Juanita Padron
(Mar. 28, 1984)	Floyd Czajka
(May 7, 1983)	Michael Fahey
(Nov. 13, 1983)	Avis Rent-A-Car Systems
(July 27, 1983)	Albert Ferguson
(Mar. 19, 1984)	Gary A. Fox
(Jan. 23, 1984)	Julian Frazin
(Apr. 6, 1984)	Brenda Guillory
(Mar. 18, 1984)	Ollice Holden
(Mar. 23, 1984)	Susan Landsman
(May 13, 1981)	Al Simon
(Jan. 18, 1984)	Stephen E. Sorgatz
(Feb. 28, 1984)	Barry A. Springer
(Sept. 2, 1983)	Kurt Strauss for Recovery Services International
(Feb. 14, 1984)	James Svec
(Feb. 14, 1984)	Diane M. Tate
(Dec. 29, 1983)	Underwriters Adjusting Co. and Joseph Tacson
(Apr. 11, 1984)	Louella Washington
(Apr. 17, 1984)	Eugenia Zapal
(Apr. 7, 1984)	Evelyn C. Berning
(Mar. 22, 1984)	Ellen T. Mullaghy
(Apr. 1, 1984)	Tommie Jean Bryant
(Feb. 1, 1984)	Illinois Farmers Ins., as subrogee of Mansfield Stephens
(May 17, 1982)	State Farm Ins. Co. and Linda A. Kozinski
(Mar. 29, 1984)	David Badal
(Apr. 1, 1984)	James I. Benjamin
(Apr. 16, 1984)	Eileen Dawson
(Mar. 6, 1984)	Barbara Dyjak
(Apr. 16, 1984)	Patricia A. Fauci
(Dec. 28, 1983)	Mrs. Jane Gazarek
(Apr. 2, 1984)	Campbell N. Lane
(Apr. 20, 1984)	Daniel F. Leahy
(Apr. 1, 1983)	Wm. G. Lewis, Jr.
(Apr. 18, 1984)	Patricia M. Nicosia
(Apr. 4, 1984)	Randolph Sloane
(Apr. 16, 1984)	Dean S. Wolfson

(Apr. 22, 1984)
(Apr. 14, 1984)

Kalman E. Wolfson
Prahlad K. Patel

having had the same under advisement begs leave to report and recommend that your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voice vote of the members of the committee.

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

COMMITTEE ON LOCAL TRANSPORTATION.

Amendment of Ordinance Authorizing Establishment of Taxicab Stand No. 288 on S. LaSalle St.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed amendatory ordinance previously referred to the committee on May 30, 1984 amending an ordinance passed by the City Council on June 7, 1957, C.J.P. p. 5551 transmitted therewith:

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

SECTION 1. That an ordinance passed by the City Council June 7, 1957, page 5551 of the Journal of the Proceedings, establishing the following taxicab stand:

Stand No. 288

On S. LaSalle Street, along the east curb, from a point 20 feet north of the north line of W. Quincy Street to a point 60 feet north thereof, 3 vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"from a point 20 feet north of the north line of W. Quincy Street to a point 60 feet north thereof, 3 vehicles."

and inserting in lieu thereof the following:

"from a point 81 feet south of Adams Street to a point 81 feet south thereof, 3 vehicles".

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Establishment of Taxicab Stand No. 551 Authorized on
Portion of E. Ohio St.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on May 30, 1984):

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 551

On East Ohio Street, along the south curb, from a point 207 feet east of the property line of North St. Clair Street to a point 80 feet east thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 26-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Establishment of Taxicab Stand No. 552 Authorized on Portion
of W. Taylor St.**

The Committee on Local Transportation submitted a report recommending that the City Council

pass the following proposed ordinance transmitted therewith (which was referred to the committee on June 6, 1984):

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 552

On W. Taylor Street, along the north curb, from a point 20 feet east of the east crosswalk of S. Hermitage Street, to a point 40 feet east thereof, 2 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 26-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4: This ordinance shall be in full force and effect from and after its passage and due publication.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Chicago Transit Authority Memorialized to Construct Bus Passenger Shelter at 1836 W. Harrison St.

The Committee on Local Transportation, to which had been referred (on May 30, 1984) a proposed order to memorialize the Chicago Transit Authority to give consideration to the construction of a bus passenger shelter at 1836 W. Harrison Street, submitted a report recommending that the City Council pass said proposed order.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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 at approximately 1836 West Harrison Street westbound.

**Chicago Transit Authority Memorialized to Construct Bus
Passenger Shelter at 1901 W. Harrison St.**

The Committee on Local Transportation, to which had been referred (on May 30, 1984) a proposed order to memorialize the Chicago Transit Authority to give consideration to the construction of a bus passenger shelter at No. 1901 W. Harrison Street, submitted a report recommending that the City Council pass said proposed order.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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 at approximately 1901 West Harrison Street (eastbound.)

**Chicago Transit Authority Memorialized to Construct Bus
Passenger Shelter at W. 47th St. and S. Pulaski Rd.**

The Committee on Local Transportation, to which had been referred (on May 30, 1984) a proposed order to memorialize the Chicago Transit Authority to give consideration to the construction of a bus passenger shelter at W. 47th Street and S. Pulaski Road, submitted a report recommending that the City Council pass said proposed order.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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 southeast corner of W. 47th Street and S. Pulaski Road.

COMMITTEE ON MUNICIPAL CODE REVISION.

Authority Granted to Amend Chapter 129.1, Section 129.1-26 of
Municipal Code Relating to Flammable Liquids in Dangerous
Containers.

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, June 20, 1984.

To the President and Members of the City Council:

Your Committee on Municipal Code Revision, to which was referred on 24 February, 1984, a proposed ordinance to delete Section 129.1-26 of the Municipal Code of Chicago in its entirety and replace it therefore with a new Section 129.1-26, relating to flammable liquids in dangerous containers, begs leave that Your Honorable Body Pass said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JEROME M. ORBACH,
Chairman.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That Section 129.1-26 of the Municipal Code be deleted in its entirety and replaced by a new Section 129.1-26, in italics, as follows:

- 129.1-26: *A container shall not exceed sixty gallons individual capacity and shall be made of metal or approved plastic, except that within buildings:*
- (a) *Plastic or glass containers having an individual capacity of not more than one pint may be used for Class I, II or III flammable liquids.*
 - (b) *Non-reusable plastic containers larger than one pint, but not more than one gallon, may be used for Class II and Class III liquids in common consumer products, such as, floor care compounds, charcoal lighter and paint thinner.*
 - (c) *Non-reusable plastic containers bearing Federal D.O.T. or other approval agency markings, having an individual capacity of more than a pint, but not more than 2 1/2 gallons, stored in buildings and areas with automatic sprinkler systems, as required in Section 64-3 of this Code, may be used for flammable liquids other than Class I.*

- (d) *Plastic or glass containers having an individual capacity of not more than one gallon, may be used for medicines, beverages, foodstuffs and toiletries that are flammable liquids.*
- (e) *Plastic or glass containers having an individual capacity of not more than one gallon, may be used in laboratories for flammable liquids whose chemical purity would be contaminated by metal containers.*

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred--PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Evans (4th Ward)	E. Hyde Park Boulevard at 1521, driveway on Harper Avenue side of store (northeast side) -- at all times; E. Hyde Park Boulevard at 1521, driveway on Harper Avenue side of store (southeast side) -- at all times;
Huels (11th Ward)	W. 37th Street alongside of 3700 S. Paulina Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Sunday;
Kotlarz (35th Ward)	W. Diversey Avenue at 3659 -- 8:00 A.M. to 8:00 P.M. -- Monday through Sunday; W. Irving Park Road at 3336 -- 8:00 A.M. to 6:00 P.M. -- Monday through Sunday;

<i>Alderman</i>	<i>Location</i>
Damato (37th Ward)	W. North Avenue at 5521 -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday;
Natarus (42nd Ward)	W. North Avenue at 449-451 -- 7:00 A.M. to 7:00 P.M. -- Monday through Sunday.

*Referred--*PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF
VEHICULAR TRAFFIC TO SINGLE DIRECTION ON
SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Kotlarz (35th Ward)	North-south alley bounded by W. Waveland Avenue, W. Addison Street, N. Bernard Avenue and N. St. Louis Avenue -- southerly;
Cullerton (38th Ward)	W. Henderson Street between N. Major and N. Central Avenues --easterly;
Pucinski (41st Ward)	N. Ozanam Avenue between W. Talcott and N. Canfield Avenues --northerly.

*Referred--*PROPOSED ORDINANCE TO AMEND AREA FOR
MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE
DIRECTION ON PORTION OF S.
KILPATRICK AV.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on S. Kilpatrick Avenue between W. 53rd Street and the first alley south of S. Archer Avenue (instead of between W. 53rd and W. 47th Streets); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCE TO AMEND DIRECTION ON
RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC
ON PORTION OF N. HERMITAGE AV.

Alderman Schulter (47th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction in the 3500 block of N. Hermitage Avenue (instead of a northerly direction); which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDERS FOR REMOVAL OF PARKING
METERS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the removal of parking meters at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

*Alderman**Location*

Langford (16th Ward)

W. 63rd Street (both sides) between S. Justine Street and S. Ashland Avenue;

Natarus (42nd Ward)

W. North Avenue at 449-451 (meters 2551027 and 2551028).

*Referred--PROPOSED ORDINANCE TO LIMIT PARKING OF
VEHICLES DURING SPECIFIED HOURS ON PORTIONS
OF N. WESTERN AV.*

Alderman Schulter (47th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods on N. Western Avenue at 4312-4318, from 10:00 A.M. to 6:00 P.M. Monday through Friday and from 10:00 A.M. to 4:00 P.M. on Saturday; 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:

*Alderman**Location and Distance*

Evans (4th Ward)

S. Blackstone Avenue at 5227, northeast side of driveway to a point 10 feet north thereof;

S. Blackstone Avenue at 5227, southeast side of driveway to a point 10 feet south thereof;

E. Hyde Park Boulevard at 1016, northwest side of driveway to a point 10 feet west thereof;

S. Harper Avenue at 5330 (except for handicapped);

S. St. Lawrence Avenue (east side) from a point 20 feet north of S. Bowen Avenue to a point 25 feet north thereof;

Huels (11th Ward)

S. Paulina Street at 3646 (except for handicapped);

Madrzyk (13th Ward)

S. Karlov Avenue at 6919 (except for handicapped);

S. Sawyer Avenue at 5638 (except for handicapped);

Krystyniak (23rd Ward)

S. Kilpatrick Avenue (both sides) from S. Archer Avenue to the first alley south thereof;

Hagopian (30th Ward)

N. Linder Avenue at 2539 (except for handicapped);

<i>Alderman</i>	<i>Location and Distance</i>
Santiago (31st Ward)	N. Springfield Avenue at 1700 (except for handicapped);
Gabinski (32nd Ward)	W. Division Street (north side) from N. Ashland Avenue to the first alley west thereof;
Gabinski for Mell (33rd Ward)	N. California Avenue at 3844 (driveway);
Kotlarz (35th Ward)	N. Bernard Street at 4257 (except for handicapped);
Cullerton (38th Ward)	N. Ottawa Avenue at 3856 (except for handicapped);
Laurino (39th Ward)	N. Christiana Avenue at 4826 (except for handicapped);
	N. Tripp Avenue at 4830 (except for handicapped);
McLaughlin (45th Ward)	W. Ainslie Street at 5008 (except for handicapped);
	N. Leclair Avenue at 4031 (except for handicapped);
Stone (50th Ward)	N. Western Avenue (west side) from W. Birchwood Avenue north to the driveway.

***Referred--PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION
AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION
OF W. IRVING PARK RD.***

Alderman McLaughlin (45th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the north side of W. Irving Park Road from N. Kilbourn Avenue to a point 60 feet east thereof; which was *Referred to the Committee on Traffic Control and Safety.*

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

Alderman Marzullo (25th Ward) presented a proposed ordinance to prohibit the parking of vehicles on S. Leavitt Street at 1840 from 8:00 A.M. to 9:00 P.M., Monday through Sunday; which was *Referred to the Committee on Traffic Control and Safety.*

***Referred--PROPOSED ORDERS TO ESTABLISH RESIDENT
PERMIT PARKING ZONES FOR VEHICLES AT ALL
TIMES AT SPECIFIED LOCATIONS.***

The aldermen named below presented proposed orders to establish resident permit parking zones for vehicles at all times 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>
Vrdolyak (10th Ward)	S. Buffalo Avenue for the 13600 block;
Damato (37th Ward)	N. Lavergne Avenue (both sides) in the 1400 and 1500 blocks;
Cullerton (38th Ward)	W. Melrose Avenue (both sides) in the 4800 block;
McLaughlin (45th Ward)	W. Dakin Street (both sides) in the 4800 block.

Referred--PROPOSED ORDER TO EXTEND SPECIFIED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF S. HERMITAGE AV.

Alderman Huels (11th Ward) presented a proposed order to extend Residential Permit Parking Zone 31 to include the east side of S. Hermitage Avenue from W. 38th Street to W. Pershing Road; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDERS TO ESTABLISH RESIDENT PERMIT PARKING ZONES FOR VEHICLES AT SPECIFIED TIMES ON PORTIONS OF S. KILBOURN AV. AND S. MULLIGAN AV.

Alderman Krystyniak (23rd Ward) presented proposed orders to establish resident permit parking zones for vehicles during specified times, at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Location</i>	<i>Time</i>
S. Kilbourn Avenue (east side) from W. 53rd Street to the railroad tracks north thereof	8:00 A.M. to 5:00 P.M., Monday through Friday;
S. Mulligan Avenue (both sides) in the 5400 block	8:00 A.M. to 6:00 P.M., Monday through Saturday.

Referred--PROPOSED ORDINANCE TO DESIGNATE PORTION OF N. NASHVILLE AVENUE AS SERVICE DRIVE.

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

Referred--PROPOSED ORDINANCE TO ESTABLISH TOW AWAY ZONE ON PORTION OF W. ROSCOE ST.

Alderman Gabinski (for Alderman Mell, 33rd Ward) presented a proposed ordinance to establish a tow away zone on W. Roscoe Street (south side) from the Chicago River wall to a point approximately 200 feet west thereof, 8:00 A.M. to 6:00 P.M., Monday through Saturday; 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>
Roti (1st Ward)	W. Polk and S. Wood Streets -- "All Way Stop";
Evans (4th Ward)	E. 49th Street and S. Champlain Avenue -- "Slow Children Crossing";
Humes (8th Ward)	S. Greenwood Avenue and E. 90th Street -- "Stop";
Huels (11th Ward)	S. Princeton Avenue (west side) from W. 37th Street to W. 39th Street -- "No Parking During Ballgames";
Madrzyk (13th Ward)	W. 63rd Street and S. Major Avenue -- "All Way Stop";
Langford (16th Ward)	W. 65th Street (north side) from S. State Street to S. Lafayette Avenue -- "No Parking";
Kellam (18th Ward)	W. 83rd and S. Wood Streets -- "All Way Stop";
Krystyniak for Stemberk (22nd Ward)	S. Kildare Avenue and W. 30th Street -- "2-Way Stop";
Krystyniak (23rd Ward)	W. 53rd Street and S. Keeler Avenue -- "3-Way Stop";
	North-south alley first west of S. Komensky Avenue between W. 49th and W. 50th Streets -- "Thru Traffic Prohibited";
	"T" alley first west of S. Oak Park Avenue between W. 63rd Place and W. 64th Street -- "Stop";
Marzullo (25th Ward)	W. 18th Street between S. Western and S. Damen Avenues -- "Stop";
	W. 19th Street and S. Damen Avenue -- "Stop";
Smith (28th Ward)	S. Kildare Avenue and W. Adams Street -- "Stop";
	W. Van Buren Street and S. Cicero Avenue -- "Stop";
Santiago (31st Ward)	W. Division Street (south side) between N. Keeler and N. Kostner Avenues -- "No Parking -- 7:00 A.M. to 9:00 A.M.";
Gabinski for Mell (33rd Ward)	W. Palmer Square and N. Albany Avenue -- "Stop";
	W. Palmer Square and N. Whipple Street -- "Stop";

<i>Alderman</i>	<i>Location and Type of Sign</i>
Kotlarz (35th Ward)	N. St. Louis Avenue (both sides) from W. Addison Street to W. Waveland Avenue - - "Residential Permit Parking";
Banks (36th Ward)	W. Irving Park Road, N. Pontiac Avenue and W. Bryon Street --"Stop"; North-south alley bounded by W. Diversey, W. Wellington, N. Narragansett and N. Nagle Avenues -- "No Thru Traffic";
Cullerton (38th Ward)	N. Major and W. Cullom Avenues --"Stop"; N. Major and W. Pensacola Avenues -- "Stop"; N. Mobile and W. Berenice Avenues -- "Stop"; W. School Street and N. Linder Avenue - - "Stop";
Laurino (39th Ward)	Minnehaha Avenue from W. Devon Avenue to the first alley south thereof -- "Parallel Parking";
Natarus (42nd Ward)	N. North Park Avenue and W. Evergreen Street -- "Stop";
Stone (50th Ward)	N. Western Avenue (east side) from 7541 north to W. Howard Street --"No Parking Any Time"; N. Western Avenue (west side) from W. Howard Street south to the second driveway -- "No Parking Any Time."

Referred--PROPOSED ORDER FOR SURVEY FOR INSTALLATION
OF TRAFFIC SIGN AT SPECIFIED LOCATION.

Alderman D. Davis (29th Ward) presented a proposed order for a survey for the installation of a "School Crossing" sign at the intersection of W. Rice Street and N. Mayfield Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE
TONS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for truck 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>Alderman</i>	<i>Location and Distance</i>
Streeter (17th Ward)	W. 76th Street between S. Normal Avenue and S. Loomis Street;

*Alderman**Location and Distance*

Nardulli (26th Ward)

W. Lee Place between N. Damen and N. Hoyne Avenues;

W. Superior Street between N. Damen and N. Hoyne Avenues.

2. ZONING ORDINANCE AMENDMENT.

Referred--PROPOSED ORDINANCE TO RECLASSIFY PARTICULAR AREA.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as a B4-1 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 12-K bounded by

a line 584 feet north of the north line at the abandoned railroad right-of-way; a line 983 feet west of S. Pulaski Road; the north line of the abandoned railroad right-of-way; and S. Keeler Avenue.

3. CLAIMS.

Referred--PROPOSED CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented eight proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

*Alderman**Claimant*

Madrzyk (13th Ward)

Mr. Glaser;

Krystyniak (23rd Ward)

Pat Keating, Hank Petan;

Nardulli (26th Ward)

Tilmon Chelette;

Hagopian (30th Ward)

Joan V. Bubis;

Gabinski (32nd Ward)

Eugene Staniszewski;

Natarus (42nd Ward)

Sac Imports Ltd. Bldg., Hans Graff.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT ART FAIR
AT SPECIFIED LOCATION.

A proposed order for issuance of a permit to Mr. Lee Goldstrom to conduct an art fair on S. Dearborn Street between W. Harrison and W. Polk Streets for the period of August 4-5, 1984.--*Referred to the Committee on Beautification and Recreation.*

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

Also a proposed order for issuance of a permit to the Palmer House Company to maintain and use three existing canopies attached to the building or structure at 119 S. State Street, 19-25 E. Monroe Street and 114-32 S. Wabash Avenue.--*Referred to the Committee on Streets and Alleys.*

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

Also a proposed order for issuance of a sign permit to Corkill Electric Company to install a sign/signboard at 51 W. Congress Parkway for Standard Service Station.--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN SAWYER (6th Ward):

Saturday, June 23, 1984 Proclaimed as "Sonny and Pepper Day" in
Chicago.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Alfred W. Cobbs are known as the Sonny and Pepper Comedy Team;
and

WHEREAS, Their contributions to society have been made in an unselfish manner and without
recognition; and

WHEREAS, Mr. and Mrs. Cobbs have been accepted into the New Covenant Baptist Church and
are working to promote Christianity among young men in the male chorus; and

WHEREAS, Mr. and Mrs. Cobbs have contributed unselfishly to many charitable, political and
fund raising organizations; and

WHEREAS, Mr. and Mrs. Cobbs have worked to promote health through the Sonny and Pepper
Exercise Fun Club and have set up programs for senior citizens in the community in which they
reside; and

WHEREAS, Among their community related work, they have been volunteer precinct captains
in the 6th Ward for over three years; and

WHEREAS, On Saturday, June 23, the team of "Sonny and Pepper" will celebrate 26 years in
show business at the Holiday Inn Mart Plaza; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council proclaim Saturday, June

23, 1984, "Sonny and Pepper Day" in the City of Chicago, extending congratulations to the Cobbs for 26 years of laughter throughout Chicago.

Alderman Sawyer 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 Sawyer the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE.

Also a proposed order to grant permission to Nate Parker, Kham and Nate Shoe Stores, 745-755 E. 87th Street, to conduct a sidewalk sale for the period of June 28-July 1, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN HUMES (8th Ward):

Recognition and Honor Given to Alpha Gamma Pi Sorority Upon
Induction of 1984 Scholarship Winners.

A proposed resolution reading as follows:

WHEREAS, The Alpha Gamma Pi Sorority was founded in June 1963 to honor women who had made outstanding contributions to society through civic, cultural and professional accomplishment and services, to encourage these notable women through public recognition of their achievements and to highlight their careers in order that young people, especially young women, might know of their accomplishments and be inspired to emulate them; and

WHEREAS, Since its founding by Mrs. Alberta Meyers, the sorority has honored nearly one hundred outstanding women and inducted them into membership; and

WHEREAS, Alpha Gamma Pi is not a secret society but an honor organization of progressive women, it is called a sorority to denote the concepts of sisterhood and cooperation of women from various fields of endeavor. The members, representing a wide variety of education and experience and of professional, cultural and civic activities, provide for each other opportunities to extend their knowledge, interest and community service and provide for young people a broad spectrum of possibilities for enriching their own lives and their contributions to society; and

WHEREAS, Alpha Gamma Pi Sorority, to provide encouragement and positive impact on the development of young women, each year awards to a high school graduating senior a scholarship for the full four years while she is attending college. Beginning in 1965, the sorority has awarded scholarships to eighteen (18) young college bound women selected for their academic performance, extracurricular activities and financial need. Alpha Gamma Pi takes special pride in the progress and careers of these scholarship recipients; and

WHEREAS, On Sunday June 24, 1984 at a luncheon at the Westin Hotel, Chicago, Illinois, six (6) outstanding honorees, Peggy Johnson Duke, Myra Riggvad Everett, Juliann Foster Bluit, Cheryl Judice, Shirley Glenn Patterson, Selina Reed, and the 1984 scholarship winners will be presented to the more than 600 guests in attendance. The honorees, after induction into Alpha Gamma Pi, will join with the other active members in commitments to the objectives of the organization; now, therefore,

Be It Resolved, That the City Council of Chicago in meeting assembled this 24th day of June 1984, A.D. give recognition to the Alpha Gamma Pi Sorority; and

Be It Further Resolved, That a copy of this resolution be presented to the Alpha Gamma Pi Sorority.

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

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

—
**Congratulations Extended to Members of Greater Mt. Pleasant
Missionary Baptist Church on Occasion
of Its Twelfth Anniversary.**

Also a proposed resolution reading as follows:

WHEREAS, The Greater Mt. Pleasant Missionary Baptist Church was organized on January 23, 1972, at the New Christian Union Baptist Church, where the Reverend Bennie Rhoden was Pastor; and

WHEREAS, At the time of the organizing, seven chartered members were selected, Roosevelt Lewis, Julia Mc Intosh, Lee Dora Dabney, Juanita Lewis, Henry Dabney, James Ola Tillis, James Kimber and twenty additional members were accepted through Christian Experience. Reverend Roosevelt Lewis was subsequently elected Pastor; and

WHEREAS, On February 13, 1972, Greater Mt. Pleasant M.B. Church moved into our quarters at 8936 South Cottage Grove Avenue, the Lord blessed us with an additional 300 members; and

WHEREAS, In November of 1983 by the grace of God, the church purchased 2100 East 83rd Street as its home; and

WHEREAS, In 1975, Reverend Charles Lee Jr., was called to pastor and remained until February 1981, at such time the church encountered and survived a split; and

WHEREAS, In May 1981, a young, humble, energetic and spirit-filled young man, Reverend Steve Jones was called to pastor with a membership of approximately one hundred (100) members; and

WHEREAS, From a humble beginning, this church has grown from a membership of one hundred (100) in 1981, to far exceeding four hundred (400) persons enrolled; and

WHEREAS, Under the direction of Pastor Jones we have formed ten distinct, yet separate auxiliaries, and each person selected to chair an auxiliary possesses a unique skill and attributes which are invested for the sake of our church. The church members prove and work to ensure that Greater Mt. Pleasant is and can be the best under the leadership of our pastor, Reverend Steve Jones, and the guidance of the Holy Spirit; now, therefore,

Be It Resolved, That the Mayor and City Council do congratulate the members of Greater Mt. Pleasant Baptist Church on its twelfth anniversary; and

Be It Further Resolved, That Reverend Steve Jones continue being a mainstay of the community offering leadership, and spirited guidance to the membership of the Greater Mt. Pleasant M.B. Church.

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

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

—
**Referred--PROPOSED ORDER FOR PERMITS TO CONDUCT SIDEWALK
SALE.**

Also a proposed order for issuance of the necessary permits to the East 87th Street Businessmen's Association, 1640 E. 87th Street, to conduct a sidewalk sale on both sides of E. 87th Street between

S. Stony Island Avenue and S. Jeffery Boulevard for the period of July 13-15, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 129.1 OF
MUNICIPAL CODE CONCERNING DRY CLEANING ROOMS.

A proposed ordinance to amend Chapter 129.1, Section 129.1-81 of the Chicago Municipal Code establishing additional standard regulations and limitations in reference to the location of dry cleaning rooms.--*Referred to the Committee on Buildings.*

*Referred--*PROPOSED ORDER FOR PERMITS TO CONDUCT ART FAIR.

Also a proposed order for issuance of permits to the South Chicago Chamber of Commerce, c/o Vincent C. Lipetzky, 3009 E. 92nd Street, to conduct an art fair on S. Commercial Avenue from E. 90th to E. 93rd Streets on Saturday, July 7, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN HUELS (11th Ward):

Gratitude and Best Wishes Extended to Lt. Hugh Smith on Occasion
of His Retirement from Chicago Police Department.

A proposed resolution reading as follows:

WHEREAS, Lieutenant Hugh Smith had joined the Chicago Police Department on February 17, 1948 as a police officer; and

WHEREAS, During the career of Hugh Smith, he had achieved the rank of sergeant on September, 1960 and then the rank of lieutenant on October, 1967; and

WHEREAS, The assignments of Lieutenant Hugh Smith were as follows:

Commander of the Radar Section of the Traffic Division,
Lieutenant in the Traffic Records Division,
Watch Commander of Area 4 Traffic Division,
Officer in Area 6 License Division; and

WHEREAS, After 36 years, Lieutenant Hugh Smith is now about to retire from the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, do hereby extend our sincerest thanks to Hugh Smith for his many years of service and dedication to the citizens of Chicago, and also extend our warmest wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Lieutenant Hugh Smith.

Alderman Huels 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 Huels the foregoing proposed resolution was *Adopted*.

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 156 OF
MUNICIPAL CODE CONCERNING PARKING REGULATIONS FOR
UNATTENDED PARKING GARAGES.

Also a proposed ordinance to amend Chapter 156 of the Chicago Municipal Code by adding a new section to be known as Section 156-20.1 which would regulate the parking of vehicles in unattended public parking garages.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN MADRZYK (13th Ward):

Congratulations Extended to Columbus-Cuneo-Cabrini Medical
Center on Tenth Anniversary of its Mother Cabrini
Award to Outstanding Individuals.

A proposed resolution reading as follows:

WHEREAS, 1984 marks the tenth anniversary of the Mother Cabrini Award, presented annually by the Columbus-Cuneo-Cabrini Medical Center to individuals who have achieved excellence in professional and civic pursuits; and

WHEREAS, Recipients of this distinguished award have included outstanding individuals who have made significant and lasting contributions and who exemplify the spirit of determination, industry and humanity which infused the life of Mother Cabrini and led to her founding of what has become the Columbus-Cuneo-Cabrini Medical Center in 1905, thus contributing to the welfare of countless citizens over this century; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 20th day of June, 1984, A. D., do hereby congratulate Columbus-Cuneo-Cabrini Medical Center on the tenth anniversary of its Mother Cabrini Award, which cites and is itself a distinguished community service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Columbus-Cuneo-Cabrini Medical Center.

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 BURKE (14th Ward):

Congratulations Extended to Mr. and Mrs. Pascual Hernandez on
Occasion of Their 50th Wedding Anniversary.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Pascual Hernandez will celebrate their 50th wedding anniversary on June 23, 1984; and

WHEREAS, Pascual was born in Mexico on May 17, 1905 and came to the United States in 1926; and

WHEREAS, In 1926 Pascual settled in Chicago, Back of the Yards Neighborhood, and then became a United States citizen in 1940; and

WHEREAS, Dolores was born in El Paso, Texas on February 13, 1918; and

WHEREAS, At the age of five, she moved to Chicago and resided in the Back of the Yards Neighborhood; and

WHEREAS, Mr. Hernandez worked for Real Packing & Co. for 14 years until his retirement at the age of 68 years; and

WHEREAS, Pascual and Dolores were married on June 23, 1934; and

WHEREAS, Mr. and Mrs. Pascual Hernandez have four children: Antonio (Joan), Marge, John (Sylvia), and Pascual, Jr. (Sherry) and they also have five grandchildren; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago, in meeting assembled this 20th day of June, 1984, do hereby congratulate Mr. and Mrs. Pascual Hernandez on the occasion of their golden wedding anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Pascual Hernandez.

Alderman Burke 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 Burke the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 200.6 OF
MUNICIPAL CODE CONCERNING CHICAGO SALES TAX.

Also a proposed ordinance to amend Chapter 200.6, Section 200.6-4(1) of the Chicago Municipal Code which would further clarify the definition of the term "Acquired outside the City" as it pertains to the Chicago Sales Tax Ordinance.--*Referred to the Committee on Finance*.

*Referred--*PROPOSED RESOLUTION APPOINTING THE COMMITTEE
ON SPECIAL EVENTS AND WORLD'S FAIR TO DETERMINE AND
RECOMMEND APPROPRIATE SITE TO COMMEMORATE MEMORY
OF WILLIAM A. LEE.

Also a proposed resolution appointing the Committee on Special Events and World's Fair to determine and recommend the location of an appropriate site which could be renamed to honor the memory of William A. Lee, an outstanding Chicago labor leader.--*Referred to the Committee on Special Events and World's Fair*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

*Referred--*PROPOSED ORDER FOR PERMITS TO CONDUCT ART FAIR.

A proposed order for issuance of the necessary permits to the Beverly Art Center, 2153 W. 111th Street, to conduct an art fair on W. 112th Street from S. Lothair to S. Ball Avenues for the period of June 16-17, 1984.--*Referred to the Committee on Beautification and Recreation*.

*Referred--*PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND
MAINTAIN CANOPY.

Also a proposed order for issuance of a permit to Moy's Three Star Restaurant to construct, maintain and use a canopy attached to the building or structure at 10528-10530 S. Western Avenue.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SHERMAN (21st Ward):

**Honor and Gratitude Extended to Reverend and Mrs. Woodrow Wilson Taylor
on Occasion of 50 Years of Service in Pastoral Ministry.**

A proposed resolution reading as follows:

WHEREAS, Woodrow Wilson Taylor was born in Sumpter County, Alabama, September 3, 1912. Converted to Christ and baptized in 1923. Entered high school in Chattanooga, Tennessee, September, 1929. Entered the Ministry, June 11, 1934 in Chattanooga, Tennessee. Began Pastorate, September 5, 1934; and

WHEREAS, He attended Roger-Howe College, Memphis, Tennessee; Morrison's School of Religion and the First Extension Unit of American Baptist Theological Seminary both of Chattanooga, Tennessee, and the Moody Bible Institute, Chicago, Illinois; and

WHEREAS, He received an honorary Doctor of Divinity Degree, Zion Bible College and Seminary, Chattanooga, Tennessee; and

WHEREAS, Reverend Taylor's Pastoral Ministry includes Mt. Zion Baptist Church, Dayton, Tennessee, 1934-1936, Emmanuel Baptist Church, Chattanooga, Tennessee, 1936-1939, Second Baptist Church, Chattanooga, Tennessee, 1939-1945, Westside Baptist Church, Chattanooga, Tennessee, 1945-1950, Macedonia Baptist Church, Jackson, Tennessee, 1950-1952 and Shiloah Baptist Church, Chicago, Illinois--where he continues until today having started in 1952; and

WHEREAS, Pastor Taylor has served as President, Baptist Minister's Union, Chattanooga, Tennessee; Moderator, Chattanooga District Association; Dean, Pilgram Joy District Congress; Moderator, Joy District Association, Chattanooga, Tennessee; Director General, Tennessee Baptist Missionary and Education Convention; Vice-President, Eastern Region, Tennessee B.M. & E. Convention; Executive Editor, "Tennessee Baptist News", B.M. & E. Convention; Instructor, Ministers' Division, Tennessee State Congress; and

WHEREAS, Reverend Taylor has served as President of the Baptist Minister's Union, Chicago, Illinois; Organizer and First President, Progressive Baptist State Convention of Illinois; Second Vice-President, Progressive National Baptist Convention, Inc; First Editor, Baptist Progress Official Newspaper; Member, Board of Directors, Duncan-Maxwell Y.M.C.A.; Member, Executive Board-West Side Federation and Chicago Baptist Institute; and

WHEREAS, The Shiloah Baptist Church family will be honoring Pastor and Mrs. Woodrow Wilson Taylor for 32 years of faithfulness, June 17 and 18, 1984, in addition to his 50th year in the Pastoral Ministry; an accomplishment we consider of recognition; now, therefore,

Be It Resolved, That the Mayor and City Council assembled this June 20, 1984 do hereby join the citizens of the 21st Ward in particular and the City in general in saluting the beloved Reverend Woodrow Wilson Taylor, Pastor of Shiloah Missionary Baptist Church; and

Be It Further Resolved, That a suitable copy be presented to Pastor and Mrs. Taylor.

Alderman Sherman 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 Sherman the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

Drafting of Ordinance Directed for Vacation of Specified Street.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for

the vacation of that part of S. Parkside Avenue lying south of the southerly right-of-way line of the Indiana Harbor Belt Railway; lying north of the north line of the east-west 16-foot public alley north of W. 55th Street and lying below Midway Airport Instrument Approach slope to Runway 13R (No. 8-23-84-903); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Krystyniak the foregoing proposed order was *Passed*.

**Congratulations Extended to Mr. and Mrs. Adolph Schwarz on
Occasion of Their 50th Wedding Anniversary.**

Also a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Adolph Otto Schwarz will celebrate 50 years of wedded bliss on June 30, 1984; and

WHEREAS, Adolph Otto Schwarz will celebrate his 79th birthday on the same day as his wedding anniversary, with the members of his family consisting of one son, one daughter, and eight grandchildren; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council, gathered here on this 20th day of June, 1984, do hereby offer our sincere congratulations to Mr. and Mrs. Adolph Otto Schwarz on the occasion of their golden wedding anniversary and the 79th birthday of the groom, and we wish them continued good health and happiness for them and their family.

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

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

**Referred--PROPOSED ORDER FOR INSTALLATION OF ALLEY LIGHT
AT SPECIFIED LOCATION.**

Also a proposed order for the installation of an alley light in back of the premises at 6026 W. 60th Street.--*Referred to the Committee on Finance.*

**Referred--PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF
S. LOREL AV. FOR RECREATIONAL PURPOSES.**

Also a proposed order to grant permission to St. Camillus Church, 5426 S. Lockwood Avenue, to close to traffic S. Lorel Avenue between W. 54th and W. 55th Streets for the period of August 1-5, 1984 for recreational purposes in conjunction with their carnival to be conducted on parish grounds.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN MARZULLO (25th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at 2724 W. 23rd Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 2724 W. 23rd Street is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

—
**Drafting of Ordinance Directed for Vacation and Dedication of
Specified Public Alleys.**

Also a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 110.19 feet of the east-west 16-foot public alley and providing for the dedication of a north-south 16-foot public alley running north to W. 17th Street from the west terminus of the east-west 16-foot public alley to be vacated in the block bounded by W. 17th Street, W. 18th Street, S. Damen Avenue, and S. Wolcott Avenue for First National Bank and Trust of Barrington, as Trustee, Trust No. 11-2593 (No. 9-25-84-909); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Marzullo the foregoing proposed order was *Passed*.

—
***Referred*--PROPOSED ORDER FOR PERMIT TO CONDUCT CARNIVAL/
FESTIVAL AT SPECIFIED LOCATION.**

Also a proposed order for issuance of a permit to the Pilsen Neighbors Community Council, c/o Fred Montejano, 1521 W. 18th Street, to conduct a carnival/festival on S. Blue Island Avenue between W. 18th and W. 21st Streets, on W. 21st Street between S. Ashland and S. Blue Island Avenues, on S. Loomis Street between W. 18th and W. 19th Streets, and on W. 19th Street between S. Loomis Street and S. Blue Island Avenue for the period of August 8-13, 1984.--*Referred to the Committee on Beautification and Recreation.*

—
Presented by

ALDERMAN NARDULLI (26th Ward):

***Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 130 OF
MUNICIPAL CODE CONCERNING SPECIFIED RESTRICTIONS
ON MOBILE FOOD DISPENSERS.**

A proposed ordinance to amend Chapter 130, Section 130-4.12, sub-paragraphs (c) and (d) concerning the location and noise restrictions imposed on mobile food dispensers, etc.--*Referred to the Committee on Energy and Environmental Protection.*

—
***Referred*--PROPOSED ORDER FOR INSTALLATION OF ALLEY LIGHT
AT SPECIFIED LOCATION.**

Also a proposed order for the installation of an alley light in back of the premises at 1802 W. Superior Street.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred--PROPOSED ORDER FOR PERMITS TO CONDUCT CARNIVAL
AT SPECIFIED LOCATION.

A proposed order for issuance of permits to St. Stanislaus Church, c/o Reverend George Jendrach, 5352 W. Belden Avenue, to conduct a carnival in the 2300 block of N. Long Avenue between W. Belden Avenue and the first alley south of W. Fullerton Avenue for the period of July 16-30, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 185 OF
MUNICIPAL CODE TO INCREASE PENALTY FOR UNLAWFUL
USE OF FIRE HYDRANTS.

A proposed ordinance to amend Chapter 185, Section 185-7 of the Chicago Municipal Code which would increase the penalty fee charged for the unlawful use of fire hydrants.--*Referred to the Committee on Police and Fire.*

Referred--PROPOSED RESOLUTION FOR HEARINGS TO EXPLORE
POLICE PROCEDURES USED REGARDING GANG-RELATED
CRIMES IN HUMBOLDT PARK AREA.

Also a proposed resolution urging the Committee on Police and Fire to hold public hearings exploring the police procedures, investigations and attention given to gang-related crimes in the Humboldt Park area.--*Referred to the Committee on Police and Fire.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred--PROPOSED ORDER TO INSTALL TEMPORARY
SCULPTURE AT INTERSECTION OF CHICAGO, OGDEN
AND MILWAUKEE AVES.

A proposed order for issuance of a permit to the Randolph Street Gallery to install a temporary sculpture that shall stand in the traffic control island at the intersection of Chicago, Ogden and Milwaukee Avenues, to be effective from July 17 to July 31, 1984 for the purpose of being part of the Randolph Street Gallery's Outdoor Installation Show.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL
SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Acme Wiley for the installation of a

sign/signboard at 410 N. Milwaukee Avenue for Pickens Kane.--*Referred to the Committee on Zoning.*

Presented for

ALDERMAN MELL (33rd Ward):

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE.

A proposed order, presented by Alderman Gabinski, to grant permission to Cathy's Children Wear, c/o Mr. Ortega, 1976 N. Milwaukee Avenue, to conduct a sidewalk sale for the periods of June 15-17, June 21-24, and June 28-July 1, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN FROST (34th Ward):

Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

10925 S. Wentworth Avenue; and
200-202 W. 111th Street (also known as 11046 S. Wentworth Avenue),

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

10925 S. Wentworth Avenue; and
200-202 W. 111th Street (also known as 11046 S. Wentworth Avenue),

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Presented by

ALDERMAN KOTLARZ (35th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK SALE.

A proposed order for issuance of the necessary permits to Animal Kingdom, c/o Bernie Hoffman, to conduct a sidewalk sale in front of 2980 N. Milwaukee Avenue for the period of July 12-14, 1984.
--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN O'CONNOR (40th Ward):

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Edgewater Hospital, Inc.--to maintain and use, as now constructed, a five-story covered bridge or passageway enclosed in concrete over and across the north/south public alley west of N. Ashland Avenue near W. Hollywood Avenue connecting the second through sixth floors of the east side of 1614 N. Hollywood Avenue with the corresponding floors at the rear of 5700 N. Ashland Avenue, etc.;

McDonald's Corporation--to install, maintain and use an illuminated sign on the public way adjacent to 4844 N. Lincoln Avenue.

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Tribune Company--to maintain and use, as now installed, two 16-inch iron water pipes and one 18-inch iron water pipe under and across E. North Water Street near N. Michigan Avenue for the purpose of taking water from and returning water to the Chicago River;

Northwestern University--to maintain and use, as now constructed, two steam pipes and a four duct low voltage communications conduit system encased in a concrete sheath under and across E. Superior Street near N. Lake Shore Drive.

*Referred--*PROPOSED ORDINANCE TO PROHIBIT PERSONS FROM
PERFORMING IN CERTAIN PUBLIC AREAS.

Also a proposed ordinance to prohibit persons from performing in public areas, pursuant to Section 36.1-7 of the Chicago Municipal Code, for portions of N. Michigan Avenue, E. Pearson Street, E. Chestnut Street, E. Delaware Place, E. Walton Place, N. Rush Street, N. State Street, W. Division Street, Mariano Park and E. Bellevue Place.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMITS TO CONDUCT
SIDEWALK SALE.

Also a proposed order for issuance of the necessary permits to the Cooks Mart, c/o Linda Herestela, to conduct a sidewalk sale in front of 609 N. LaSalle Street for the period of June 28-July 2, 1984.
--*Referred to the Committee on Beautification and Recreation.*

Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.

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

CBS, Inc.--to maintain and use an existing canopy at 630 N. McClurg Court;

Fannie May Candy Shops, Inc.--to construct, maintain and use a canopy at 919 N. Michigan Avenue;

The Swedish Club of Chicago--to maintain and use an existing canopy at 1258 N. LaSalle Street.

Referred--PROPOSED ORDER TO INVESTIGATE DRIVEWAY PERMIT
HOLDERS' FEE PAYMENTS.

Also a proposed order to investigate and determine whether the holders of driveway permits are current in the payment of fees, and to institute appropriate enforcement procedures to collect past due accounts.--*Referred to the Committee on Streets and Alleys*.

Referred--PROPOSED ORDER FOR PERMIT TO ERECT AND INSTALL
IDENTIFICATION PYLON AT CORNER OF N. MICHIGAN AV. AND
E. OAK ST.

Also a proposed order for issuance of the necessary permit to The Levy Organization, 950 N. Michigan Avenue, to erect and install an identification pylon at the southwest corner of N. Michigan Avenue and E. Oak Street upon certain conditions.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN NATARUS (42nd Ward) and OTHERS:

Congratulations Extended to North Dearborn Association on
Event of Its 1984 Garden Walk, Etc.

A proposed resolution, presented by Aldermen Natarus and Oberman, reading as follows:

WHEREAS, The North Dearborn Association is one of the oldest street associations of its kind in Chicago, having introduced the concept of the "Garden Walk in Chicago"; and

WHEREAS, On Sunday, the 5th of August, 1984, the North Dearborn Association will celebrate its contributions toward the preservation and the improvement of its community, and its heritage for future generations to enjoy, by conducting its 1984 North Dearborn Association Garden Walk; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago, in a meeting assembled this 20th day of June A.D., 1984, do hereby congratulate the North Dearborn Association - Mr. Phillip Wherry, President, Sally Marn, Chairperson, its Officers and Members, on the event of its 1984 "Garden Walk", and, further, for its work toward preserving and improving the North Dearborn Parkway community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the North Dearborn Association.

Alderman Natarus 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 Natarus the foregoing proposed resolution was *Adopted*.

—
*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT GARDEN
WALK AND HERITAGE FESTIVAL

Also a proposed order, presented by Aldermen Natarus and Oberman, for issuance of a permit to the North Dearborn Association to conduct a "Garden Walk and Heritage Festival" on N. Dearborn Parkway from the mid-block just north of W. Division Street to the south side of W. North Avenue, leaving W. Goethe Street, W. Schiller Street and W. Burton Place open to vehicular traffic for Sunday, August 5, 1984.--*Referred to the Committee on Beautification and Recreation.*

—
*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 81 OF
MUNICIPAL CODE CONCERNING EXHAUST SYSTEM
OPERATIONS IN CONDOMINIUM-OWNED
STRUCTURES.

Also a proposed ordinance, presented by Aldermen Natarus and Stone, to amend Chapter 81, Section 81-27 of the Chicago Municipal Code concerning the exhaust system operations in condominium-owned structures.--*Referred to the Committee on Buildings.*

—
*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF
MUNICIPAL CODE CONCERNING ENFORCEMENT PROCEDURES
FOR CERTAIN CAR BURGLAR ALARMS.

Also a proposed ordinance, presented by Aldermen Natarus, Evans, Kelley, Orbach, Kellam, Schuler, Langford, Nardulli, Krystyniak and Bloom, to amend Chapter 27, Section 27-353(d) of the Chicago Municipal Code concerning the enforcement procedures for active car burglar alarms in violation of previously established time limits.--*Referred to the Committee on Municipal Code Revision.*

—
Presented by

ALDERMAN OBERMAN (43rd Ward):

Tribute to Sarah Sess.

A proposed resolution reading as follows:

WHEREAS, Sarah Sess was laid to rest on May 20, 1984; and

WHEREAS, Sarah Sess, a longtime Ranch Triangle neighborhood resident, was a dedicated citizen who served her community and City well; and

WHEREAS, Sarah Sess had been Vice President and longtime Board member of the Ranch Triangle Neighborhood Association; and

WHEREAS, Sarah Sess was active in representing her community in Housing Court and, through her efforts, helped improve much of the residential and commercial property in the Ranch Triangle area; and

WHEREAS, Sarah Sess gave of her time tirelessly to senior citizens and their activities; and

WHEREAS, Sarah Sess had been an active member of the 18th District Police Steering Committee and had received several awards for her work in crime prevention and community awareness; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council duly assembled on this 20th day of June, 1984, do hereby express their deep regret at the passing of Sarah Sess and do extend their condolences to her husband, Charles Sess, and son, Charles Sess, Jr., and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to her husband, Charles Sess.

Alderman Oberman 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 Oberman, seconded by Alderman Natarus, the foregoing proposed resolution was *Adopted*, by a rising vote.

***Referred*--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES.**

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

Collectable Arts, Inc.--to construct, maintain and use a canopy at 1961 N. Halsted Street;

1411 N. State Parkway Condominium Association--to construct, maintain and use a canopy at 10 E. Schiller Street.

***Referred*--PROPOSED ORDER FOR PERMISSION TO CONDUCT ANNUAL
GARDEN WALK.**

Also a proposed order to grant permission to the Sheffield Neighborhood Association, c/o Dennis Laughlin, 3709 N. Janssen Avenue, to conduct an annual garden walk on portions of W. Webster Avenue, N. Kenmore Avenue and N. Fremont Street for the period of July 21-22, 1984.--*Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN HANSEN (44th Ward):

***Referred*--PROPOSED ORDER FOR PERMIT TO CONDUCT STREET
FESTIVAL**

A proposed order for issuance of the necessary permits to the Lakeview Central Business Association, c/o Tim Sullivan, 3212 N. Broadway, to conduct a street festival on portions of W. Wilton Avenue, N. Sheffield Avenue, N. Seminary Avenue and N. Clifton Avenue and on the sidewalks of both sides of W. Belmont Avenue between N. Clark Street and N. Racine Avenue for the period of July 27-29, 1984.--*Referred to the Committee on Beautification and Recreation*.

***Referred*--PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND
MAINTAIN CANOPIES.**

Also a proposed order for issuance of a permit to Fred and John Sasaki to construct, maintain and use four canopies attached to the building or structure at 3000 N. Broadway.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HANSEN (44th Ward) and OTHERS:

***Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 76 OF
MUNICIPAL CODE CONCERNING SAFEGUARDS DURING
CONSTRUCTION.**

A proposed ordinance, presented by Aldermen Hansen, Banks, Evans, Gabinski, Krystyniak, Natarus, Stone, Volini, Kotlarz, Cullerton, Schalter, Orbach, D. Davis, O'Connor, Laurino, Madrzyk, Sheahan, Streeter, McLaughlin, Kelley, Roti, Damato, Sawyer and Kellam, to amend Chapter 76, Section 76-6.6 of the Chicago Municipal Code which would require owner identification signs to be affixed on the temporary structures used as storage for debris and wreckage during construction.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND MUNICIPAL CODE
BY ADDING NEW CHAPTER 136.3 ENTITLED "FREESTANDING
EMERGENCY CARE FACILITIES."

A proposed ordinance to amend the Chicago Municipal Code by adding a new chapter to be known as Chapter 136.3 which would establish minimum medical and administrative requirements for operation of freestanding emergency care facilities.--*Referred to the Committee on Health.*

*Referred--*PROPOSED ORDER FOR PERMITS TO CONDUCT
"TASTE OF POLONIA."

Also a proposed order for issuance of the necessary permits to the Copernicus Foundation, c/o T. Jasinski-Herbert, 5216 W. Lawrence Avenue, to conduct an event called "Taste of Polonia" for the period of August 29-September 4, 1984 on N. Lipps and N. Avondale Avenues from N. Milwaukee Avenue to W. Ainslie Street.--*Referred to the Committee on Beautification and Recreation.*

*Referred--*PROPOSED ORDER FOR PERMITS TO CONDUCT COUNTRY FAIR.

Also a proposed order for issuance of the necessary permits to St. John's Lutheran Church, c/o Pastor John Lutz, 4939 W. Montrose Avenue, to conduct a country fair on N. Laverne Avenue from W. Pensacola to W. Agatite Avenues for the period of June 20-24, 1984.--*Referred to the Committee on Beautification and Recreation.*

*Referred--*PROPOSED ORDER FOR PERMITS TO CONDUCT ARTS
AND CRAFTS FAIR.

Also a proposed order for issuance of the necessary permits to the Portage Park Chamber of Commerce, c/o Jeannine Smentek, 4920 W. Irving Park Road, to conduct an arts and crafts fair at the intersection known as "Six Corners" (N. Milwaukee Avenue, N. Cicero Avenue and W. Irving Park Road) for the period of August 18-19, 1984.--*Referred to the Committee on Beautification and Recreation.*

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

Also a proposed order for issuance of a sign permit to the National Advertising Company to install a sign/signboard at 4404 W. Berteau Avenue for Quality Packing Company.--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN McLAUGHLIN (45th Ward) and OTHERS:

Referred--PROPOSED RESOLUTION REQUESTING EQUITABLE DELIVERY
OF JOB TRAINING AND PLACEMENT SERVICES UNDER JOINT
TRAINING PARTNERSHIP ACT.

A proposed resolution, presented by Aldermen McLaughlin, Humes, Orbach, Hansen, Volini, Tillman and Langford, requesting equitable delivery of job training and placement services under the Joint Training Partnership Act, specifically in reference to the eligible female population in Chicago.--*Referred to the Committee on Employment.*

Referred--PROPOSED RESOLUTION REQUESTING EXAMINATION
OF CITY HIRING PRACTICES.

Also a proposed resolution, presented by Aldermen McLaughlin, Sheahan and Madrzyk, requesting that the Committee on Administration, Reorganization and Personnel hold hearings to examine current City hiring practices and policies.--*Referred to the Committee on Administration, Reorganization and Personnel.*

Presented by

ALDERMAN ORBACH (46th Ward):

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE.

A proposed order to grant permission to the Uptown Chamber of Commerce, 4753 N. Broadway, to conduct a sidewalk sale on both sides of N. Broadway between W. Montrose Avenue and W. Ainslie Street for the period of July 19-21, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Congratulations Extended WGN Radio on Occasion
of Its 60th Anniversary.

A proposed resolution reading as follows:

WHEREAS, WGN Radio began regular broadcasts to the people of Chicagoland on June 1st, 1924; and

WHEREAS, WGN Radio, a pioneer 50,000-watt clear channel station, has continued to serve the people of Chicago, Cook County and the surrounding states for a period of 60 years; and

WHEREAS, During said period, WGN Radio has provided information and entertainment, news and music, sports and special events for hundreds of thousands of listeners on a daily basis; and

WHEREAS, Millions of Americans rely on WGN Radio--and other clear channel stations--for its clear channel skywave signal as their only source of nighttime radio service; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 20th day of June, 1984, A.D., do hereby commend WGN Radio and its parent, Tribune Broadcasting Company, on the occasion of the 60th anniversary of WGN Radio, congratulating the station on six decades of professional and dedicated service to our community and the nation; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the people of WGN Radio.

Alderman Schulter 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 Schulter, seconded by Alderman Pucinski, the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT
STREET FAIR.

Also a proposed order for issuance of a permit to St. Andrew Church, 3546 N. Paulina Street, for the conduct of a street fair on N. Paulina Street between W. Addison Street and the first alley north thereof for the period of August 21-26, 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN SCHULTER (47th Ward) and OTHERS:

*Referred--*PROPOSED ORDER FOR PERMISSION TO CONDUCT
SIDEWALK SALE, ETC.

A proposed order, presented by Aldermen Schulter, Hansen and Gabinski, to grant permission to the Lakeview Chamber of Commerce, 3333 N. Marshfield Avenue, to conduct a sidewalk sale on portions of N. Lincoln, N. Ashland and W. Belmont Avenues for the period of July 12-14, 1984 and further to grant permission for the posting of temporary "No Parking" signs in said area for the duration of the sidewalk sale.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN VOLINI (48th Ward):

Month of July, 1984 Declared as "Register Voters With
Disabilities Month."

A proposed resolution reading as follows:

WHEREAS, In the City of Chicago reside more than a million people who are disabled; and

WHEREAS, Citizens who are disabled are responsible citizens who value highly their right to vote; and

WHEREAS, The vast majority of polling places in this City are inaccessible to people with disabilities, thereby discouraging or preventing many of them from voting; and

WHEREAS, Well-intentioned but sometimes inadequately trained polling place officials sometimes deprive people with disabilities of their right to a secret ballot; and

WHEREAS, The City of Chicago wishes to protect each citizen's right to cast a secret ballot; and

WHEREAS, The City of Chicago seeks to encourage each eligible citizen to exercise his or her right and responsibility to vote; and

WHEREAS, Voter registration is a vital activity in order to allow each citizen to cast his or her vote in elections; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council on this 20th day of June, 1984, do officially declare the month of July as "Register Voters with Disabilities Month"; and

Be It Further Resolved, That the Mayor and the Members of the City Council call on all disabled citizens, organizations for the disabled, and all groups and individuals concerned with the voting rights of citizens to protect and encourage the voting rights of the disabled in our City.

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

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

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permits:

BY ALDERMAN SHEAHAN (19th Ward):

Elim Baptist Church, 10835 S. Pulaski Road -- for an addition to the church and remodeling of existing building.

BY ALDERMAN KELLEY (20th Ward):

The Woodlawn Organization, 6040 S. Harper Avenue -- for the construction of a 3-story/38-unit apartment building on the premises known as 1351 E. 62nd Street.

License Fee Exemptions:

BY ALDERMAN LANGFORD (16th Ward):

St. Bernard Hospital, 326 W. 64th Street.

BY ALDERMAN KELLEY (20th Ward):

Church of the Good Shepherd Day Care Center, 5700 S. Prairie Avenue.

BY ALDERMAN MARZULLO (25th Ward):

Mount Sinai Hospital, California Avenue at 15th Street.

BY ALDERMAN SCHULTER (47th Ward):

Sydney R. Forkosh Memorial Hospital, 2544 W. Montrose Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN ROTI (1st Ward):

Goodman Theatre, 200 S. Columbus Drive -- sign inspection.

BY ALDERMAN EVANS (4th Ward):

Hyde Park Neighborhood Club, 5480 S. Kenwood Avenue -- boiler and fuel burning equipment inspection.

Church Home, 5445 S. Ingleside Avenue -- fire alarm box inspection.

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, sundry locations -- building and revolving door inspections (2).

BY ALDERMAN HENRY (24th Ward):

ABC Youth Center (Chicago Youth Centers), 3415 W. 13th Street -- building inspection.

BY ALDERMAN HAGOPIAN (30th Ward):

Saint Joseph Home of Chicago, Inc., 2650 N. Ridgeway Avenue -- building inspection.

BY ALDERMAN CULLERTON (38th Ward):

Wright College, 3400 N. Austin Avenue -- parking sign and surcharge inspections.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 W. Talcott Avenue -- internal boiler and fire alarm box inspections (2).

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, 345 E. Superior Street -- driveway inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, sundry locations -- building and fire alarm box inspections (2).

Chicago School and Workshop/Lincoln Park Rehabilitation Center, sundry locations -- boiler/fuel burning equipment and unfired pressure vessel and elevator inspections (2).

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital, sundry locations -- boiler, fire alarm box, sign and surcharge inspections (4).

BY ALDERMAN STONE (50th Ward):

Northwest Home, 6300 N. California Avenue -- fire alarm box inspection.

Water Rate Exemption:

BY ALDERMAN STONE (50th Ward):

Congregation Ezras, 2746-2756 W. Lunt Avenue.

Refund of Fees:

BY ALDERMAN SAWYER (6th Ward):

Wayne Watkins, Illinois Best Top General Contractor, 6327 S. Laflin Street for (Ebony Talent Associates, 7558 S. Chicago Avenue) -- refund of permit No. 633599.

BY ALDERMAN KELLEY (20th Ward):

The Woodlawn Organization, 6440 S. Harper Avenue -- refund of building permit No. 632603 for the amount of \$1,530.82.

Cancellation of Fee:

BY ALDERMAN NARDULLI (26th Ward):

St. Mary of Nazareth Hospital, 2233 W. Division Street.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (May 9, 1984).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, May 9, 1984, as follows:

I hereby move to correct the Journal of Proceedings of the Chicago City Council of May 9, 1984 (C.J.P. 6292) by deleting the language in brackets and adding the italic language in Section 1 of an Ordinance Authorizing Expenditure of Motor Fuel Tax funds for Snow and Ice Control Maintenance 1984 as follows:

"SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$6,365,600.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for [Street Cleaning] *Snow and Ice Control* Maintenance of Improved Streets, County Highways and State Highways by day labor for that part of the period commencing January 1, 1984 and ending December 31, 1984."

Alderman Burke moved to further *Correct* said printed Official Journal as follows:

Page 6461--by deleting the number "20" appearing in the thirteenth line from the top of the page and inserting the number "22" in lieu thereof.

The motion *Prevailed*.

Journal (June 6, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 6, 1984 at 10:00 A.M., signed by him as such City Clerk:

Alderman Burke moved to *Correct* the said printed Official Journal as follows:

I hereby move to correct the Journal of Proceedings of the Chicago City Council of June 6, 1984 C.J.P. by inserting at the end of Chapter 27, Section 317(e) the following language in italics which was errantly deleted from the Residential Parking Permit ordinance adopted by the City Council on that date:

"This Residential Parking Permit will be effective annually September 1st through August 31st. Half year rates to be in effect after February 16 as per newly created zones or for citizens moving into an existing zone."

The motion *Prevailed*.

Alderman Burke moved to further *Correct* said printed Official Journal as follows:

Page 7261 - by inserting the following ordinance immediately after the thirteenth line from the top of the page:

**"Residential Permit Parking Amended on Portion
of S. Normandy Avenue**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following substitute proposed ordinance:

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

SECTION 1. Amend ordinance passed 12-28-83, page 4437, S. Normandy Avenue between 1st

alley north of W. Archer Avenue and W. 54th Street, Resident Permit Parking District No. 7, by striking: 8 a.m. to 6 p.m. Monday thru Saturday; and inserting in lieu thereof: 8 a.m. to 10 a.m. Monday thru Friday.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal *as Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

Ordinance Amended Concerning Time Extension on Vacation of Portion of N. West Water St.

Alderman Cullerton moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon a proposed amendatory ordinance to allow additional time to complete the negotiations involving the transfer of deeds for property to be used as a riverfront park and the Instream Aeration Facility Site. The motion *Prevailed*.

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said amendatory ordinance as passed:

WHEREAS, The Time Extension Ordinance passed by the City Council December 28, 1983 (C.J. pp. 4418 and 4419), providing for the vacation of that part of N. West Water Street between W. Randolph Street and W. Washington Street was not recorded within the required time period; and

WHEREAS, The City of Chicago, the Metropolitan Sanitary District and Riverside Park Ltd. require an additional six (6) months in order to complete the negotiations for the transfer of deeds for the property to be used for a City riverfront park and for the property needed for the Metropolitan Sanitary District Instream Aeration Facility Site; now, therefore,

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

SECTION 1. That the ordinance as passed on December 28, 1983, as printed in the Journal of Proceedings on said date, pages 4418 and 4419, providing for "Vacation of Portion of N. West Water Street between W. Randolph Street and W. Washington Street" be and the same is hereby amended by striking "Six (6) months" appearing in Sections 3 and 4 of said ordinance, and substituting in lieu thereof "twelve (12) months."

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

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 Wednesday, the twentieth (20th) day of June, 1984, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the ninth (9th) day of July, 1984, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas--Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, 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 Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday July 9, 1984, at 10:00 A.M., in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk

