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COPY

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

Regular Meeting—Tuesday, September 18, 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent -- None.

Call to Order.

On Tuesday, September 18, 1984 at 11:02 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--50.

Quorum present.

Invocation.

Reverend Floyd Preston Piper, 1st Baptist M.B. Church, opened the meeting with prayer.

Motion to Suspend Rules -- CONGRATULATIONS EXTENDED DONALD GILL FOR OUTSTANDING ACT OF HEROISM.

Alderman Santiago moved to *Suspend the Rules Temporarily* to take up Out of the Regular Order of Business a proposed resolution congratulating Donald Gill for his outstanding act of heroism. The motion *Prevailed.*

Alderman Santiago presented the following proposed resolution:

WHEREAS, On September 3, 1984, one of the worst automobile accidents in Chicago's history took place at 1800 North on Lake Shore Drive, in which seven people met their deaths; and

WHEREAS, The death toll would have been higher had it not been for Donald Gill, 21, a lifeguard working his last day at North Avenue Beach; and

WHEREAS, Upon hearing of the nearby accident, Donald Gill jumped a fence, and battled past flames, deadly fumes and a jammed car door to pull an unconscious man from the twisted rubble of one of five cars involved in the mishap. He helped pull architect John Turley out of his car moments before the car was completely consumed in flames, and then ran over to another car and rescued its occupant, John Lazariciu; and

WHEREAS, Donald Gill, who resides in Chicago's great 31st Ward, represents the Chicago "I Will" spirit as few others have, performing a brave and daring rescue operation with no concern for his own safety, and with all consideration for his fellow man; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of September, 1984, A.D., do hereby honor and congratulate Donald Gill for his outstanding acts of heroism on September 3, 1984; and do extend to this great Chicago citizen our deepest expression of gratitude, as well as our best wishes for a happy, bright, prosperous future.

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

Honorable Harold Washington, Mayor, and Alderman Santiago, then presented a parchment copy of the resolution to Donald Gill. Mr. Gill thanked the members of the City Council. He was warmly applauded by all the members of the City Council and assembled guests.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF FOOD SERVICE CONCESSION AGREEMENT WITH CHICAGO SCENE, INC. FOR SERVICE AT KRAFT BUILDING.

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

September 18, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Acting Purchasing Agent, I transmit herewith an ordinance authorizing execution of a food service concession agreement with Chicago Scene, Inc. for the provision of cafeteria and vending machine food service at the Kraft Building.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- PROPOSED ORDINANCE CONCERNING PREVAILING WAGE RATES.

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

September 18, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Acting Purchasing Agent, I transmit herewith an ordinance to declare the prevailing wage rates to be paid by contractors on public works projects in the City of Chicago pursuant to the statutes of the State of Illinois providing therefor.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- PROPOSED ORDINANCE TO AUTHORIZE REDEVELOPMENT AGREEMENT WITH MODERN WAY PETROLEUM NO. 5, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 18, 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 Planning, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago, a Redevelopment Agreement with Modern Way Petroleum No. 5, Inc., the developer of a 61,000 square foot retail commercial shopping center at Rockwell Avenue between Cermak Road and West 23rd Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- PROPOSED ORDINANCE TO AUTHORIZE TRANSFER OF FUNDS FROM WORKING CASH FUND TO GENERAL CORPORATE FUND.

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

September 18, 1984.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance directing the City Treasurer to transfer from the Working Cash Fund to the General Corporate Fund the sum of $32,008,240 in anticipation of the collection of Illinois Personal Property Tax Replacement Revenue allocated to the General Corporate Fund and property tax revenue appropriated for the General Corporate Fund for the year 1984.

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:

"CPR AWARENESS DAY AT COMISKEY PARK IN CHICAGO":
August 31, 1984;

"SICKLE CELL MONTH IN CHICAGO":
Month of September, 1984;

"ZIONIST ORGANIZATION OF CHICAGO AND AMERICA MONTHS":
Months of September and October;

"JOE TURNER DAY IN CHICAGO":
September 6, 1984;

"JANE ADDAMS DAY IN CHICAGO":
September 6, 1984;

"LOGAN SQUARE YOUTH OUTREACH DAY IN CHICAGO":
September 7, 1984;

"ADULT LITERACY WEEK IN CHICAGO":
September 14-20, 1984;

"THE DIVINE UNIVERSAL BROTHERHOOD UNITY DAY IN CHICAGO":
September 15, 1984;

"CHICAGO JUNIOR ASSOCIATION OF COMMERCE AND INDUSTRY WEEK":
October 8-12, 1984;

"GUATEMALA INDEPENDENCE DAY IN CHICAGO":
September 8-15, 1984;

"ILLINOIS OLYMPIC MEDALISTS DAY IN CHICAGO":
September 10, 1984;

"UNITED WAY/CRUSADE OF MERCY WEEK IN CHICAGO":
September 10-14, 1984;

"MINORITY ENTERPRISE DEVELOPMENT WEEK IN CHICAGO":
October 8-14, 1984;

"READING IS FUNDAMENTAL WEEK":
October 22-26, 1984;

"KNIGHTS OF COLUMBUS DAYS FOR THE RETARDED":
October 26-27, 1984.

ACCEPTANCE AND BOND UNDER ORDINANCE.

Also an acceptance and bond of Chicago Edible Oils and Shortening Corporation, under an ordinance passed on September 28, 1983 (railroad switch track); filed on September 12, 1984.

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 September 12, 1984, which reads as follows:

"Pursuant to the provisions 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 September, 1984.

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

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

Commonwealth Edison Company's Current Report on Form 8-K for July 12, 1984.

Quarterly report to Securities and Exchange Commission (Form 10-Q) as of June 30, 1984."

City Council Informed As To Publication Of Journal.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on September 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 September 18, 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 September 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 September 18, 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:

ANNUAL REPORT OF CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The annual report of Chicago-O'Hare International Airport submitted by Richard Targos, Assistant Comptroller, for the year ended December 31, 1983. -- *Placed on File.*

ANNUAL REPORT OF MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND.

Also the annual report of the Municipal Employees' Annuity and Benefit Fund of Chicago, for the year ended December 31, 1983, submitted by B. K. Walters, Executive Director, which was *Placed on File.*

CERTIFICATION AS TO AMOUNT OF CITY'S CONTRIBUTION TO MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND.

Also a communication from B. K. Walters, Executive Director, Municipal Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's contribution for the year 1985. -- *Referred to the Committee on Finance.*

RECOMMENDATIONS BY COMM. OF DEPT. OF PLANNING AND ACTING ZONING ADMINISTRATOR.

A communication signed by Elizabeth Hollander, Commissioner of Planning, under date of September 5, 1984, showing the recommendations of the Commissioner and Acting Zoning Zoning Administrator concerning map amendments for which public hearings were held September 5, 1984, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969. -- *Placed on File.*

ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Standard Federal Savings and Loan Association of Chicago -- to classify as a B4-3 Restricted Service District instead of a B3-3 General Retail District the area shown on Map No. 10-I bounded by

> See attached plat of survey by Stonelake Survey Company, 11659 S. Mayfield, Worth, Illinois, 60482; by Marvin R. Stonelake, Reg. No. 1702, Survey Order No. 2931, dated August 28, 1984;

Standard Federal Savings and Loan Association of Chicago -- to classify as a B4-3 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 10-I bounded by

> See plat of survey attached, by Stonelake Survey Co., 11659 S. Mayfield Avenue, Worth, Illinois 60482; by Surveyor, Marvin R. Stonelake, Reg. No. 1702; Order No. 2931-2 dated August 24, 1984.

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:

Alberici John, Allstate Ins. Co. (5) John Bednarz, Ruth Collins, John Fleming, Julian Frazin and Charles and Catherine Moore, American Country Ins. Co. and Gaetano Senafe;

Barlow Norma, Barry Louise, Bracey Pearlie, Brooks Louise;

Caesar Lori, Carr Alonzo L. Jr., Colonial Penn Ins. Co. and Cleophas Boyd, County of Cook;

Doud Charles;

Elsons of Illinois;

Fiore John, Fischer Elizabeth, Foster Robert, Fuka Jeff;

Graham Percy, Greene Kathryn;

Herrera Alfonso, Hochberg Gene;

Illinois Central Gulf;

Karr Rosemary, Keathley Clarence, Kozak Pierrett H., Krzysztof Luczaj;

Livshits Alexander, Lomeli Jesus, Lowe George L.;

Malko/Gibson Joint Venture, Mariscal Sixto, Massey Netti, McKay Diane, Moises Paulin, Montgomery Wards Ins. Co. and Sidney Johnson;

Peoples Gas Light and Coke Co. (3), Phillips Victoria, Peterson R., Probasco Errol D., Pudelko P.;

Recovery Services Inc. and McCaffrey Metal Smith Co. Inc., Regelbrugge Joan, Robinson Fredrick D., Rozek Edward R., Rucker Frank E., Rymer Co.;

Sakolou Poncho, Serckie William, Stachton Julia, Streeter Ethel;

Toporek Sam;

Vossel Catherine;

Walker James and Marjorie McCullum, Washington Levi, Wasielewski Eleanor, Winchester David.

Referred -- BIDS FOR SALE OF BOARD OF EDUCATION PROPERTY.

The City Clerk transmitted a communication from Walter K. Knorr, City Comptroller, under date of September 17, 1984, which reads as follows:

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of City-owned property at 1233 W. 109th Place, which was authorized by City Council ordinance, for Board of Education.

On motion of Alderman Banks the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition and Disposition.*

The following is a summary of said bids:

Board of Education Property.

1233 W. 109th Pl.
(Former Bates School).

Morgan Park Church of God, 1241 W. 110th Street, Chicago, Illinois 60643: Amount bid $121,000.00, deposit check $12,100.00 (certified check);

Tabernacle of God Church, 1233 W. 109th Place, Chicago, Illinois 60643: Amount of bid $200,000.00, deposit check $20,000.00 (cashier's check).

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 26 OF MUNICIPAL CODE OF CHICAGO AMENDED CONCERNING CREATION OF MUNICIPAL PURCHASING BOARD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to Chapter 26 of Municipal Code of Chicago to create a Municipal Purchasing Board for the City of Chicago.

Alderman Evans moved to substitute the following ordinance for the said proposed ordinance:

WHEREAS, The Illinois "Municipal Purchasing Act for cities of 500,000 or more population" provides that the Purchasing Agent of the City of Chicago shall constitute the sole contracting agent for the City of Chicago; and

WHEREAS, Amendments to the purchasing act adopted in 1955 specifically removed the City Council from its prior role in the award of City contracts; and

WHEREAS, At the time of the 1955 amendments to the purchasing act the Municipal Code of Chicago contained several provisions relating to the former authority of the City Council to approve municipal contracts; and

WHEREAS, The 1955 amendment to the purchasing act superceded those provisions of the Municipal Code of Chicago which no longer conformed to the purchasing act and those provisions of the Municipal Code were no longer in effect; now, therefore,

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended in Chapters 20 and 26, by the addition of the language in italics and by the deletion of the language bracketed as follows:

20-29. There is hereby established a board of standardization which shall be composed of the purchasing agent, as chairman, and six [other] *voting* members appointed in conformity with the provisions of "The Municipal Purchasing Act for cities in excess of 500,000 population" approved July 21, 1947, being Article 22A of the "Revised Cities and Villages Act" of the State of Illinois, approved August 15, 1941, as amended, *and one non-voting advisory member to be an Alderman designated by the City Council.* The Board shall have such assistants and employees as may be provided for in the annual appropriation ordinance.

*****

26-13.1 [That the final estimates and final payment on all contracts passed by the City Council, which said contracts are in an original amount in excess of fifty thousand dollars, be submitted to the Committee on Finance by the various departments and said final payments not be paid except on approval of the City Council.] *All contracts in excess of fifty thousand dollars and all requisitions in excess of fifty thousand dollars shall be submitted for review to the Committee on Finance by the various departments. The Committee on Finance may submit a written inquiry with respect to any requisition so submitted and all inquiries shall be answered within three working days. All proposed contracts in excess of fifty thousand dollars shall be delivered on a daily basis to the Committee on Finance and shallbe accompanied by a Contract Award Summary which shall include background information on the contract requirements; the type of procurement process being proposed; the dollar value and funding source; the import or significance of the contract; and a summary of the approvals received. All contract awards shall pend for a period of ten working days to permit review by the Committee on Finance.*

*****

26-15. No payment shall be made on any contract for any work, labor, or materials not specified therein, except as otherwise provided in this chapter. Whenever it shall be the opinion of the purchasing agent, that in order properly to complete such contract, extra work, labor or materials not provided for therein will have to be furnished or alterations will have to be made in the plans or specifications requiring additional expenditures not provided for in such contract, the purchasing agent shall submit a report in writing to the City Council, setting forth fully what extra work, labor or materials, or alterations in the plans or specifications, are desired, the necessity therefor, and the estimated additional expenditure required for such extras or alterations.

[No extra work, labor, or materials, or alterations in the plans or specifications which will involve the expenditure of any money over and above the amount fixed as the contract price in and by such contract shall be ordered or authorized by the purchasing agent, unless the express authority of the City Council be first procured for such extras or alterations and for the expenditure of the amount to be paid therefor.]

SECTION 2. Chapter 26 of the Municipal Code of Chicago is further amended by the addition of a new Section 26-27 which reads as follows:

26-27. There is hereby established a Sole Source Review Board of which the purchasing agent shall be chairman. The purchasing agent shall appoint a secretary to the Board. One representative from the following departments shall be appointed by the Commissioner of Aviation, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Mayor and the Corporation Counsel. Such appointees shall attend meetings of the Board and shall vote upon matters submitted for their consideration by the Chairman of the Board. The City Council shall also designate one alderman to attend meetings of the Board and advise the appointees to the Board. Such alderman shall not vote on matters brought before the Board.

It shall be the duty of the Board to review all requests from Departments to award contracts without competitive bidding including but not limited to those requested on the

basis that there is a single source of supply available for certain supplies, materials, parts or equipment. Such review shall be applicable to all proposed non-competitively awarded contracts including but not limited to change orders exceeding $5,000 but shall not apply to 1) professional service awards of less than $10,000 and cumulative amendments thereto of less than $10,000 or 2) Federal or State directed awards.

If the head of the City department or agency requesting the contract award disagrees with the decision of the Board, the determination as to eligibility of the contract for awarding without competitive bidding shall be made solely by the Purchasing Agent.

SECTION 3. This ordinance shall be effective from and after its passage.

Alderman Burke moved to *Lay the substitute ordinance on the Table.* The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 21.

Alderman Oberman next moved to re-refer the said proposed ordinance. The motion was *Lost* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr, -- 21

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

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

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost Natarus, Oberman, Volini Orr -- 21.

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

The following is said proposed ordinance as passed:

WHEREAS, The City of Chicago is a Home Rule unit pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois 1970; now, therefore,

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

SECTION 1. Chapter 26 of the Municipal Code of the City of Chicago is amended by adding that language in italics, deleting that language bracketed, and renumbering other sections in proper sequential order as follows:

26-1. There is hereby created a Municipal Purchasing Board, hereinafter referred to as "the Board", which shall be composed of the Mayor, three members appointed by the Mayor, the Chairman of the Committee on Finance, and two members appointed by the Chairman of the Committee on Finance. The Mayor shall serve as Chairman of the Board, the Chairman of the Committee on Finance shall serve as Vice Chairman of the Board, and the Purchasing Agent referred to in Section 26-6 shall serve as Secretary to the Board. The Secretary shall have no vote on the Board.

26-2. All provisions of the Illinois Municipal Purchasing Act shall apply to the awarding of contracts except where inconsistent with this Chapter. The Board shall review and approve all contracts in excess of twenty-five thousand dollars ($25,000). Contracts to be let by free and open competitive bidding after advertisement, pursuant to Illinois Revised Statute, Chapter 24, Section 8-10-1, where two or more qualified bids are received by the City, shall be entered into only upon the approval of the majority members of the Board. Contracts which are let by free and open competitive bidding after advertisement for which only one qualified bid is received shall be entered into only upon approval of two- thirds of the members of the Board. Contracts, which are not let by free and open competitive bidding after advertisement, pursuant to Illinois Revised Statute, Chapter 24, Section 8-10-4, shall be entered into only upon the approval of two-thirds of the members of the Board. Provided, however, the Board shall not review and approve those contracts approved by ordinance of the city council; contracts entered into pursuant to Section 7-21 of this Code; and such other contracts as shall be determined by the city council.

26-3. Each member of the board shall have one vote. The power of voting shall not be delegated by any member of this Board. The privilege of attendance shall not be delegated to a representative of any member of this Board, except with the approval of two-thirds vote of the members of Board. Five members of the Board shall constitute a quorum for the conduct of business. An agenda of matters to be considered shall be made available in the Office of the Purchasing Agent and such agenda shall be prepared and distributed to all members of the Board and the Office of the City Clerk not less than three (3) days prior to any meeting of the Board. All meetings of the Board shall be conducted in accordance with the Open Meetings Act. Illinois Revised Statute, Chapter 102, Section 41 et. seq.

26-4. The rules and procedures of the Board shall be promulgated by the Board and adopted by the city council.

26-5. All bidders on all contracts shall file with the Secretary of the Board a disclosure statement approved by the city council. The contract and disclosure statement shall be available for public inspection in the Office of the Purchasing Agent.

[26-1] *26-6.* There is hereby established an executive department of the City which shall be known as the Department of Purchases, Contracts and Supplies. The head of the Department shall be the Purchasing Agent whose appointment, powers, duties, and obligations shall be provided for by "the Municipal Purchasing Act for cities in excess of 500,000 population." Approved July 21, 1947, being Article 22(a) of the "Revised City and Villages Act" of the State of Illinois, approved August 15, 1941, as amended, *except where inconsistent with the provisions of this Chapter.* The Department shall include such assistants as employees and may be provided for in the Annual Appropriation Ordinance.

[26-2] *26-7.*

[26-3] *26-8.*

[26-4] *26-9.*

[26.5] *26-10.*

[26-6] *26-11.*

[26-7] *26-12.*

[26-8] *26-13.*

[26-9] *26-14.*

[26-10] *26-15.*

[26-11] *26-16.*

[26-12] *26-17.*

[26-13] *26-18.*

[26-13.1] *26-18.1.*

[26-14] *26-19.*

[26-15] *26-20.* No payment shall be made on any contract for any work, labor, or materials not specified therein. [except as otherwise provided in this Chapter.] Whenever it shall be the opinion of the Purchasing Agent, that, in order properly to complete such contract, extra work, labor or materials not provided for therein will have to be furnished or alterations will have to be made in the plans or specifications requiring additional expenditures *in excess of $5,000* not provided for in such contract, the Purchasing Agent shall submit a report in writing to the [city council] *Municipal Purchasing Board* setting forth fully what extra work, labor or materials, or alterations in the plans or specifications, are desired, the necessity therefor, and the estimated additional expenditure required for such extras or alterations.

No extra work, labor, or materials or alterations in the plans or specifications which will involve the expenditure of any money over and above the amount fixed as the contract price in and by such contract shall be ordered or authorized by the Purchasing Agent, unless the express authority of [the city council] *two-thirds of the members of the Municipal Purchasing Board* be first procured for such extras or alterations and for the expenditure of the amount to be paid therefor.

[26-16] *26-21.*

[26-17] *26-22.*

[26-18] *26-23.*

[26-19] *26-24*

[26-20] *26-25.*

[26-21] *26-26.*

[26-22] *26-27.*

[26-23] *26-28.*

[26-24] *26-29.*

[26-25] *26-30.*

[26-26] *26-31.*

26-32. The Mayor is authorized to propose an affirmative minority business policy in connection with contracts for labor, work or materials which policy shall become effective only upon adoption by the city council.

SECTION 2. If any provision clause, sentence, paragraph, section or part of this chapter or application thereof to any person 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 chapter 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 of this thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, public agency or circumstances involved. It is hereby declared to be the legislative intent of the city council that this chapter 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 effective from and after its passage and due publication.

Motion to Suspend Rules -- TRIBUTE TO LATE JAMES A. WILKES, JR.

Alderman Sherman moved to *Suspend the Rules Temporarily* to take up Out of the Regular Order of Business a proposed resolution paying tribute to the late James A. Wilkes, Jr., Acting Zoning Administrator. The motion *Prevailed.*

Alderman Sherman presented the following proposed resolution:

WHEREAS, James A. Wilkes, Jr., son of the late James A. Wilkes and Lundi Jones-Wilkes was born in Chicago, Illinois, April 9, 1943; and

WHEREAS, The programs of the Chicago Boys Clubs, in which he participated during almost all of his adolescence, attracted and captured his interest in his early youth and contributed immeasurably to his character development; and

WHEREAS, He was educated in the public schools of Chicago, having graduated from Alfred Tennyson Elementary School, subsequently a victim of the wrecker's ball and John Marshall High School; and

WHEREAS, His post-secondary academic pursuits included study at Crane Junior College, Illinois Institute of Technology, and Roosevelt University, from which he was awarded a Bachelor's Degree in Public Administration; and

WHEREAS, He was a constant attendant at professional conferences and seminars dealing with contemporary problems of his discipline, a reflection of his commitment to excellence and high standards of professionalism, and was at the time of his death, a candidate for a Master's Degree at George Williams College; and

WHEREAS, His appointment as Acting Zoning Administrator, in the fall of 1983, crowned a twenty-year career in City government in which he rose from junior clerk to department head. His administrative style was innovative and aggressive and his skill in human resources management embraced a warmth and understanding that earned for him the respect and love of his entire staff; and

WHEREAS, He was an active member of the Chicago Branch of the N.A.A.C.P, and gave unstintingly of his time and effort to its Annual Housing Conference; and

WHEREAS, Early, on the morning of September 14, 1984, he culminated a rich full life, characterized by unselfish devotion to family, and total commitment to the quest for excellence in Public Service; and

WHEREAS, He is survived by his wife, Mary; three daughters, Kimberly, Mary Christina and Teresa Jackson; a son, James Rodney; two grandchildren, Dorion and Tamiya Jackson; a brother Frederick; three sisters, Janice Scott, Diane Reed and Joyce-Ann Smith; his mother Lundi Wilkes; his surrogate father, Harry L. Manley; his maternal grandmother, Anna Jones; his paternal grandparents, Mason Wilkes, Sr. and Odessa Wilkes; two uncles, Mason Wilkes, Jr. and William Wilkes, a great aunt, Sarah Cameron; and a host of other relatives and friends; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago join with the many citizens of Chicago in expressing their condolences to the members of the family; and

Be It Further Resolved, That we all stand today in the council chambers for a moment of silent prayer and that a suitable copy of this resolution be presented to his family.

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 (seconded by Aldermen Gabinski, Mell, Natarus, Langford, Hagopian, Frost, Laurino, Stone, Vrdolyak, Pucinski, and Burke) the foregoing proposed resolution was *Adopted,* unanimously, by a rising vote.

REGULAR ORDER OF BUSINESS RESUMED.

AUTHORITY GRANTED FOR ISSUANCE OF CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT REVENUE BONDS.

The Committee on Finance submitted a report recommending that the City Council pass, as amended, a proposed ordinance transmitted therewith, authorizing the issuance of Chicago-O'Hare International Airport General Airport Revenue Bonds in the amount of $300,000,000.

Alderman Evans moved to substitute the following ordinance for the said proposed ordinance:

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 Second Lien Obligations consisting of 1984 Second Lien Bank Notes (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 Indentures 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 1984 Second Lien Bank Notes 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 on or before 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 Underwiters 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 Bonds

SECTION 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 redemptions shall be at a Redemption Price equal to the principal amount of each 1984 First Lien Bond to be redeemed, without premium), if

any, the rate or rates of interest payable thereon and the first interest payment date therefor.

SECTION 2.2. Purposes. Pursuant to Section 203 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, 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 the 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 the 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 payment of debt service on a portion of the Series 1982 Bonds pursuant to Article IX of the Special Facility Use Agreement, dated as of August 1, 1982, as supplemented and amended, between the City and Delta Air Lines, Inc., in an amount not to exceed the amount of the proceeds of such Series 1982 Bonds applied in connection with the relocation of Fueling Satellite No. 5.

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 B, and to the extent applicable Parts A and D, 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 Bond Ordinance and supplemental ordinance 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 Ordinance 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:

198_____ Series _____ Bonds
Due January 1, _____

Year	*Amount*
	$

[198_____ Series _____ Bonds
Due January 1, _____

Year	*Amount*
	$]

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:

Period *(both dates inclusive)*	Redemption Premium *(expressed as a percentage)*

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 thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such Bond on the books kept for registration thereof, with full power of substitution in the premises.

_____

Dated: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of such Bond in every particular, without alteration or enlargement or any change whatever.

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 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. There shall be established within each such Project 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 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 Bonds

SECTION 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 (i) on a negotiated basis to the Underwriters named in and pursuant to the terms and provisions of a Contract of Purchase, or (ii) 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 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 City Comptroller is hereby authorized to permit the distribution of the final Official Statement relating to such Series,substantially in 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, substantially in 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.

SECTION 5.2. Tax Directives. In furtherance of Section 713 of the General Airport Revenue Bond Ordinance, the City shall, by delivery of a Certificate, direct the Trustee (a) to make specific transfers from the Capitalized Interest Account or any other Account in the Construction Fund to another Account in the Construction Fund or to the Debt Service Fund or (b) to limit or restrict the investment yield on all or any part of amounts on deposit in any Fund or account in accordance with instructions set forth in such Certificate. Any such direction shall be based upon a determination by the City (which determination may be made in reliance upon an opinion of Bond Counsel) that such transfer or transfers or such limitation or restriction on investment yield is necessary to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance.

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 September 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 September 1, 1984, from the City to the Master Trustee relating to the initial Series of 1984 Second Lien Bonds.

"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 September 1, 1984, 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.

"Master Trustee" means American National Bank and Trust Company of Chicago, and its successors in trust, as Trustee under the Master Indenture and as Trustee under any Supplemental 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 Notes" means Second Lien Obligations evidencing the obligations 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 Second Lien Obligations as defined in the Master 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 and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. American National Bank and Trust Company of Chicago 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 Bond 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 or rates as may be established in accordance with the provisions of the related SupplementalIndenture; 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 with respect to such Series used for purposes of calculating the stated amount of such Letter of Credit.

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 as provided in the Master Indenture and related Supplemental Indenture. 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 the 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 a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts as may be provided for in the Master Indenture and the Supplemental Indenture relating to such Series;

(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 a Certificate of an Authorized Officer 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 Notes 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 and delivery 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 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 by a pledge of the Junior Lien Revenues and secured by a pledge of the Second 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 and Second 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 and delivery 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 and delivery 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, substantially in 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, substantially in 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 Notes 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 or Paying Agent for authentication and thereupon shall be authenticated by the Master Trustee or Paying Agent 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 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 and delivery 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 on 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 and delivery 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 and that no contract, agreement or commitment to issue 1984 Airport Obligations shall be executed or undertaken prior to satisfaction of the requirements of said Section 103(k) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements.

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 Master Trustee and 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. Equal Employment and Minority Business Participation. It is the policy of the City of Chicago to comply with all State and Federal laws and regulations, where applicable, regarding equal employment opportunity and minority business participation, including, but not limited to:

"Airport Aid Program; Civil Rights Provisions", 14 Code of Federal Regulations 152;

Participation by Minority Business Enterprise in Department of Transportation Programs", 49 Code of Federal Regulations 23;

Executive Order 11246, "Construction Contractors Affirmative Action Regulations; Construction Industry Goals for Minority Participation;" Urban Mass Transportation Administration Circular C-1155.1, "Interim Equal Employment Opportunity Policy and Regulations for Grant Participants;"

Urban Mass Transportation Administration Circular C-1160.1, "Interim Guidelines for Title VI Information Specific to UMTA Programs;

and the City Council of the City of Chicago is desirous that the City of Chicago avoid penalties and grant forfeitures resulting from non-compliance with State and Federal laws. The Purchasing Agent or such other compliance officer as may be designated or required by law shall make timely submission to the City Council within 30 days of every reporting period a detailed report of all compliance plans and accomplishments regarding equal employment opportunity and minority business participation mandated by State, Federal and local law.

SECTION 9. That all contracts and requisitions in excess of Fifty Thousand Dollars shall be submitted to the Committee on Finance of the City Council for its review and comment. The Committee on Finance shall, within ten working days of such submission, notify the Purchasing Agent of its review and comments. The Purchasing Agent, upon the passage of ten working days from submission shall process said requisitions in accordance with the provisions of the Municipal Purchasing Act.

SECTION 10. 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 11. 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 12. 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.

Alderman Burke moved to *Lay the substitute ordinance on the Table.* The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 20.

Alderman Frost next moved to amend the said proposed ordinance by striking the language that Aldermen Burke and Pucinski had added in committee.

Alderman Burke moved to *Lay the amendment on the Table.* The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Sherman, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 19.

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

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 20.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") 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 Second Lien Obligations consisting of 1984 Second Lien Bank Notes (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 herinafter 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 Indentures 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 1984 Second Lien Bank Notes 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 on or before 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 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 Bonds

SECTION 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 redemptions shall be at a Redemption Price equal to the principal amount of each 1984 First Lien Bond to be redeemed, without premium), if any, the rate or rates of interest payable thereon and the first interest payment date therefor.

SECTION 2.2. Purposes. Pursuant to Section 203 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, of all or a portion of the costs of the designing, constructing and equipping of the Capital Projects described in the

Airport Development Plan; Provided that the City Comptroller, Commissioner of the Department of Aviation and any other pertinent parties are hereby directed to expend no proceeds from the 1984 Chicago-O'Hare International Airport General Airport Revenue Bond issue on construction or extension of either Runway 27R or 9L or taxiways thereto.

(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 the 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 the 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 payment of debt service on a portion of the Series 1982 Bonds pursuant to Article IX of the Special Facility Use Agreement, dated as of August 1, 1982, as supplemented and amended, between the City and Delta Air Lines, Inc., in an amount not to exceed the amount of the proceeds of such Series 1982 Bonds applied in connection with the relocation of Fueling Satellite No. 5.

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 B, and to the extent applicable Parts A and D, 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 Bond Ordinance and supplemental ordinance 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 Ordinance 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:

198_____ Series _____ Bonds
Due January 1, _____

Year	*Amount*
	$

[198_____ Series _____ Bonds
Due January 1, _____

Year	*Amount*
	$]

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:

Period *(both dates inclusive)*	Redemption Premium *(expressed as a percentage)*

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 transfer unto _____ (Tax Identification or Social Security No. _____) the within Chicago-O'Hare International Airport General Airport Revenue Bond, 198_____ Series _____ and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such Bond on the books kept for registration thereof, with full power of substitution in the premises.

_____

Dated: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of such Bond in every particular, without alteration or enlargement or any change whatever.

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 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. There shall be established within each such Project 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 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 Bonds

SECTION 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 (i) on a negotiated basis to the Underwriters named in and pursuant to the terms and provisions of a Contract of Purchase, or (ii) 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,substantially in the form of such preliminary Official Statament, 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, substantially in 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.

SECTION 5.2. Tax Directives. In furtherance of Section 713 of the General Airport Revenue Bond Ordinance, the City shall, by delivery of a Certificate, direct the Trustee (a) to make specific transfers from the Capitalized Interest Account or any other Account in the Construction Fund to another Account in the Construction Fund or to the Debt Service Fund or (b) to limit or restrict the investment yield on all or any part of amounts on deposit in any Fund or account in accordance with instructions set forth in such Certificate. Any such direction shall be based upon a determination by the City (which determination may be made in reliance upon an opinion of Bond Counsel) that such transfer or transfers or such limitation or restriction on investment yield is necessary to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance.

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 September 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 September 1, 1984, from the City to the Master Trustee relating to the initial Series of 1984 Second Lien Bonds.

"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 September 1, 1984, 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.

"Master Trustee" means American National Bank and Trust Company of Chicago, and its successors in trust, as Trustee under the Master Indenture and as Trustee under any Supplemental 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 Notes" means Second Lien Obligations evidencing the obligations 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 Second Lien Obligations as defined in the Master 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 and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. American National Bank and Trust Company of Chicago 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 Bond 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; 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 with respect to such Series used for purposes of calculating the stated amount of such Letter of Credit.

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 as provided in the Master Indenture and related Supplemental Indenture. 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 the 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 a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts as may be provided for in the Master Indenture and the Supplemental Indenture relating to such Series;

(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 a Certificate of an Authorized Officer 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 Notes 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 and delivery 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 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 by a pledge of the Junior Lien Revenues and secured by a pledge of the Second 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 and Second 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 and delivery 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 and delivery 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, substantially in 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 case to be prepared a preliminary Official Statment 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, substantially in 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 Notes 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 or Paying Agent for authentication and thereupon shall be authenticated by the Master Trustee or Paying Agent 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 and delivery 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 on 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 and delivery 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 and that no contract, agreement or commitment to issue 1984 Airport Obligations shall be executed or undertaken prior to satisfaction of the requirements of said Section 103(k) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements.

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 the 1984 Second Lien Bank Notes, and also including an appropriate certificate or certificates to the Master Trustee and 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. Equal Employment and Minority Business Participation. It is the policy of the City of Chicago to comply with all State and Federal laws and regulations, where applicable, regarding equal employment opportunity and minority business participation, including, but not limited to:

"Airport Aid Program; Civil Rights Provisions", 14 Code of Federal Regulations 152;

"Participation by Minority Business Enterprise in Department of Transportation Programs", 49 Code of Federal Regulations 23;

Executive Order 11246, "Construction Contractors Affirmative Action Regulations; Construction Industry Goals for Minority Participation;" Urban Mass Transportation Administration Circular C-1155.1, "Interim Equal Employment Opportunity Policy and Regulations for Grant Participants;"

Urban Mass Transportation Administration Circular C-1160.1, "Interim Guidelines for Title VI Information Specific to UMTA Programs;"

and the City Council of the City of Chicago is desirous that the City of Chicago avoid penalties and grant forfeitures resulting from non-compliance with State and Federal laws. The Purchasing Agent or such other compliance officer as may be designated or required by law shall make timely submission to the City Council within 30 days of every reporting period a detailed report of all compliance plans and accomplishments regarding equal employment opportunity and minority business participation mandated by State, Federal and local law.

SECTION 9. 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 10. 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 11. 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.

Part E

SECTION 1. That the Mayor is authorized to propose an affirmative minority business policy in connection with the project's materials and service needs, which policy shall become effective only upon adoption by the City Council.

SECTION 2. That all contracts for professional services or otherwise in an amount of $50,000 or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago.

[Contract of Purchase (First and Second Lien Bonds) Master Indenture of Trust, First Supplemental Indenture, Preliminary Official Statement, Reimbursement Agreement, Remarketing Agreement, Airline Agreement and Exhibit J-2 are omitted for printing purposes but are on file and available for public inspection in the Office of the City Clerk.]

AUTHORITY GRANTED FOR MAYOR TO APPLY FOR CONTINUED PROJECT FUNDING FOR SOUTHWEST TRANSIT PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass, as amended, a proposed ordinance transmitted therewith authorizing the Mayor to apply for continued project funding for the Southwest Transit Project in the amount of $495,000,000.00, to provide for design, construction and related improvements.

Alderman Evans moved to substitute the following ordinance for the said proposed ordinance:

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 Southwest Transit Project; and

WHEREAS, The City of Chicago has initiated the Southwest Transit Project in order to improve the quality of transit service provided to the Southwest Corridor, to encourage investment in the Corridor, and to increase residential accessibility to employment opportunities; and

WHEREAS, It is the intent of this ordinance to allow the City of Chicago through its Department of Public Works to implement the Southwest Transit Project by applying for and receiving Federal and State funding grants and by carrying out the design/engineering and construction all in accordance with applicable City, State and Federal statutes and regulations; and

WHEREAS, The estimated total cost for the Southwest Transit Project is $495,000,000 in 1984 dollars to be funded under the Interstate Transfer Program with the U.S. Department of Transportation providing $420,750,000 (85%), and the Illinois Department of Transportation providing $74,250,000 (15%) with no local match required by the City; and

WHEREAS, By ordinance passed January 18, 1983 (C.J. 14903) the City Council authorized the execution of grant contracts between the City of Chicago and the Urban Mass Transportation Administration (IL-23-9020) and between the City and Chicago and the Illinois Department of Transportation (CAP-83-200- IST, No. 961) for the Southwest Transit Project totalling $8,700,000, of which $7,395,000 (85%) is the Federal share and $1,305,000 (15%) is the State share; and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing

of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when the City is procuring construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file applications and amendments thereto on behalf of the City of Chicago, with the U.S. Department of Transportation and the Illinois Department of Transportation to aid in the continued financing of the Southwest Transit Project.

SECTION 2. That the Mayor is authorized to execute and file with such applications or amendments thereto an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1974.

SECTION 3. That the funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U.S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of $495,000,000 or such amount as may be received by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Southwest Transit Project.

SECTION 4. That the Commissioner of Public Works is authorized to furnish additional information, and execute assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the project.

SECTION 5. That the Mayor is hereby authorized to execute contracts and assurances pertaining to the Southwest Transit Project between the U.S. Department of Transportation and the City of Chicago and Illinois Department of Transportation and the City of Chicago.

SECTION 6. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the Project's procurement needs, such as materials and services necessary for the completion of the Southwest Transit Project.

SECTION 7. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Southwest Transit Project, in accordance with the Statement of Project attached hereto, any substantive changes to which shall be submitted to the City Council.

SECTION 8. Implementation and completion of the Southwest Transit Project hereby authorized shall be in accordance with applicable City, State and Federal statutes, regulations and procedures.

SECTION 9. That all contracts and requisitions in excess of Fifty Thousand Dollars shall be submitted to the Committee on Finance of the City Council for its review and comment. The Committee on Finance shall, within ten working days of such submission, notify the Purchasing Agent of its review and comments. The Purchasing Agent, upon the passage of ten working days from submission shall process said requisitions in accordance with the provisions of the Municipal Purchasing Act.

SECTION 10. This ordinance shall be effective immediately upon passage thereof.

Statement of Project attached to the foregoing ordinance reads as follows:

The Southwest Transit Project will be an addition to the rapid transit rail system of the Chicago Transit Authority consisting of:

a) Approximately 9.3 miles of double track line from Midway Airport to 18th and Federal Streets principally along existing railroad right-of-way. The transit line will be a mix of subway, aerial and embankment structure.

b) Up to nine rapid transit stations along the line with island or side platforms, canopies and at least one escalator and one elevator per platform. Off-street bus unloading, park-n-ride or kiss-n-ride facilities will be provided at stations as warranted.

c) Rapid rail cars will be purchased for use on this line.

The Commissioner of Public Works shall be responsible for the implementation of the Southwest Transit Project and is authorized to prepare or cause to be prepared, detailed plans, specifications, and bid documents and to supervise and control construction of this Project

The Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, any and all contracts/agreements and amendments thereto pertaining to the Southwest Transit Project, all in accordance with applicable City, State and Federal statutes and regulations.

The City Comptroller and City Treasurer are authorized to disburse the grant funds received from the Urban Mass Transportation Administration and the Illinois Department of Transportation as required to carry out the Southwest Transit Project.

The City Comptroller is directed to and shall keep books of accounts for the Southwest Transit Project separate and distinct from the other accounts of the City of Chicago and in such manner as to show the true and complete costs and all financial facts and data

pertaining thereto. Such accounts shall be so kept as to show the actual cost of the Southwest Transit Project and they shall be kept in accordance with guidelines by the Urban Mass Transportation Administration of the U.S. Department of Transportation and by the Illinois Department of Transportation.

The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services or construction necessary to complete the Southwest Transit Project. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

The Commissioner of Public Works, on behalf of the City of Chicago, is authorized to acquire such rights-of-way and easements necessary for the Southwest Transit Project. These acquisitions shall be submitted to the City Council of the City of Chicago for its approval in accordance with applicable City, State and Federal statutes and regulations.

All persons and corporations owning or operating public utility structures and appliances in, upon, over, across or along the streets, alleys, or public places in which the Southwest Transit Project is to be constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph and other public utilities, and any conduits, pipes, wires, poles or other properties used for said purposes or any of them) who shall at the time of construction of the Southwest Transit Project own or operate public utility structures and appliances within any portions of the streets, alleys, or public places to be excavated in the construction of the Southwest Transit Project or to be crossed by elevated structures are ordered, directed, and required to remove said public utility structures and appliances from their locations in said streets, alleys, or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets, alleys and public places for public utility purposes as hereafter may be designated.

Alderman Burke moved to *Lay the Substitute Ordinance on the Table.* The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes Hutchinson, Langford, Streeter, Kelley, Sherman, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 20.

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

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes Hutchinson, Langford, Streeter, Kelley, Sherman, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 20.

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

The following is said ordinance as passed:

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 Southwest Transit Project; and

WHEREAS, The City of Chicago has initiated the Southwest Transit Project in order to improve the quality of transit service provided to the Southwest Corridor, to encourage investment in the Corridor, and to increase residential accessibility to employment opportunities; and

WHEREAS, It is the intent of this ordinance to allow the City of Chicago through its Department of Public Works to implement the Southwest Transit Project by applying for and receiving Federal and State funding grants and by carrying out the design/engineering and construction all in accordance with applicable City, State and Federal statutes and regulations; and

WHEREAS, The estimated total cost for the Southwest Transit Project is $495,000,000 in 1984 dollars to be funded under the Interstate Transfer Program with the U.S. Department of Transportation providing $420,750,000 (85%), and the Illinois Department of Transportation providing $74,250,000 (15%) with no local match required by the City; and

WHEREAS, By ordinance passed January 18, 1983 (C.J. 14903) the City Council authorized the execution of grant contracts between the City of Chicago and the Urban Mass Transportation Administration (IL-23-9020) and between the City and Chicago and the Illinois Department of Transportation (CAP-83-200- IST, No. 961) for the Southwest Transit Project totalling $8,700,000, of which $7,395,000 (85%) is the Federal share and $1,305,000 (15%) is the State share; and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when the City is procuring construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file applications and amendments thereto on behalf of the City of Chicago, with the U.S. Department of Transportation and the Illinois Department of Transportation to aid in the continued financing of the Southwest Transit Project.

SECTION 2. That the Mayor is authorized to execute and file with such applications or amendments thereto an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1974.

SECTION 3. That the funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U.S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of $495,000,000 or such amount as may be recieved by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Southwest Transit Project.

SECTION 4. That the Commissioner of Public Works is authorized to furnish additional information, and execute assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the project.

SECTION 5. That the Mayor is hereby authorized to execute contracts and assurances pertaining to the Southwest Transit Project between the U.S. Department of Transportation and the City of Chicago and Illinois Department of Transportation and the City of Chicago.

SECTION 6. That the Mayor is authorized to propose an affirmative minority business policy in connection with the Project's materials and service needs, which policy shall become effective only upon adoption by the City Council.

SECTION 7. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Southwest Transit Project, in accordance with the Statement of Project attached hereto, any substantive change to which shall be submitted to the City Council.

SECTION 8. That the implementation and completion of the Southwest Transit Project hereby authorized shall be in accordance with applicable City, State and Federal statutes, regulations and procedures.

SECTION 9. That all contracts for professional services or otherwise in an amount of Fifty Thousand Dollars ($50,000) or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago.

SECTION 10. That this ordinance shall be effective immediately upon passage thereof.

[Statement of Project printed on pages 9124 thru 9125 of this Journal.

AUTHORITY GRANTED FOR MAYOR TO APPLY FOR CONTINUED PROJECT FUNDING FOR JACKSON PARK TRANSIT IMPROVEMENT.

The Committee on Finance submitted a report recommending that the City Council pass, as amended, a proposed ordinance transmitted therewith authorizing the Mayor to apply for continued project funding for the Jackson Park Transit in the amount of $26,000,000.00, to provide for design, construction and related improvements.

Alderman Evans moved to substitute the following ordinance for the said proposed ordinance:

WHEREAS, On March 26, 1888 (C.J. 741) the City Council of the City of Chicago passed an ordinance, which has been amended from time to time, providing for the construction of an elevated transit line from Congress Street (500 S.) in an alley between State and Wabash Avenue to Jackson Park at 63rd and Stony Island (1600 E.); and

WHEREAS, The City of Chicago has developed the Jackson Park Transit Improvement Project to ensure the continued provision of high-quality transit service within the 63rd Street Corridor in a manner consistent with the revitalization of the surrounding community; and

WHEREAS, This transit improvement includes the rehabilitation or new construction of elevated stations, installation of street lighting, and demolition of unused elevated structure; and

WHEREAS, It is the intent of this ordinance to allow the City of Chicago through its Department of Public Works to implement the Jackson Park Transit Improvement Project

(Continued on page 9126)

SOUTHWEST TRANSIT
STATEMENT OF PROJECT

The Southwest Transit Project will be an addition to the rapid transit rail system of the Chicago Transit Authority consisting of:

a) Approximately 9.3 miles of double track line from Midway Airport to 18th and Federal Streets principally along existing railroad right-of-way. The transit line will be a mix of subway, aerial and embankment structure.

b) Up to nine rapid transit stations along the line with island or side platforms, canopies and at least one escalator and one elevator per platform. Off-street bus unloading, park-n-ride or kiss-n-ride facilities will be provided at stations as warranted.

c) Rapid rail cars will be purchased for use on this line.

The Commissioner of Public Works shall be responsible for the implementation of the Southwest Transit Project and is authorized to prepare or cause to be prepared, detailed plans, specifications, and bid documents and to supervise and control construction of this Project.

The Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, any and all contracts/agreements and amendments thereto pertaining to the Southwest Transit Project, all in accordance with applicable City, State and Federal statutes and regulations.

The City Comptroller and City Treasurer are authorized to disburse the grant funds received from the Urban Mass Transportation Administration and the Illinois Department of Transportation as required to carry out the Southwest Transit Project.

The City Comptroller is directed to and shall keep books of accounts for the Southwest Transit Project separate and distinct from the other accounts of the City of Chicago and in such manner as to show the true and complete costs and all financial facts and data pertaining thereto. Such accounts shall be so kept as to show the actual cost of the Southwest Transit Project and they shall be kept in accordance with guidelines by the Urban Mass Transportation Administration of the U.S. Department of Transportation and by the Illinois Department of Transportation.

The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services or construction necessary to complete the Southwest Transit Project. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

The Commissioner of Public Works, on behalf of the City of Chicago, is authorized to acquire such rights-of-way and easements necessary for the

Southwest Transit Project. These acquisitions shall be submitted to the City Council of the City of Chicago for its approval in accordarce with applicable City, State and Federal statutes and regulations.

All persons and corporations owning or operating public utility structures and appliances in, upon, over, across or along the streets, alleys, or public places in which the Southwest Transit Project is to be constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph and other public utilities, and any conduits, pipes, wires, poles or other properties used for said purposes or any of them) who shall at the time of construction of the Southwest Transit Project own or operate public utility structures and appliances within any portion of the streets, alleys, or public places to be excavated in the construction of the Southwest Transit Project or to be crossed by elevated structures are ordered, directed, and required to remove said public utility structures and appliances from their locations in said streets, alleys, or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets, alleys and public places for public utility purposes as hereafter may be designated.

(Continued from page 9123)

by applying for and receiving Federal and State funding grants and by carrying out the design/engineering and construction all in accordance with applicable City, State and Federal statutes and regulations; and]

WHEREAS, The estimated total cost for the Jackson Park Transit Improvement Project is $26,000,000 in 1983 dollars to be funded under the Interstate Transfer Program with the U.S. Department of Transportation providing $22,100,000 (85%), the Illinois Department of Transportation providing $3,900,000 (15%); and

WHEREAS, By ordinance passed August 17, 1983 (C.J. 1527) the City Council authorized the execution of grant contracts for the Jackson Park Transit Improvement Project between the City of Chicago and the U.S. Department of Transportation, and between the City of Chicago and the Illinois Department of Transportation in an amount of $3,000,000, of which $2,550,000 is the Federal share and $442,500 is the State share, and $7,500 is the City share; and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under Urban Mass Transportation Act of 1964, as amended, the Applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when the City is procuring construction contracts, supplies, equipment contracts, or consultant and other services, now, therefore,

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

SECTION 1. That the Mayor authorized to execute and file applications and amendments thereto on behalf of the City of Chicago, under the Interstate Transfer Program with the U.S. Department of Transportation and the Illinois Department of Transportation to aid in the financing of the Jackson Park Transit Improvement Project.

SECTION 2. That the Mayor is authorized to execute and file with such applications or amendments thereto an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1974.

SECTION 3. The funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U.S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of $26,000,000 or such amount as may be received by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Jackson Park Transit Improvement Project.

SECTION 4. That the Commissioner of Public Works is authorized to furnish additional information, and execute assurances or other documents as the U.S. Department

Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the projects.

SECTION 5. That the Mayor is hereby authorized to execute contracts and assurances pertaining to the Jackson Park Transit Improvement Project between the U.S. Department of Transportation and the City of Chicago and Illinois Department of Transportation and the City of Chicago.

SECTION 6. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs, such as materials and services necessary for the completion of the Jackson Park Transit Improvement Project.

SECTION 7. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Jackson Park Transit Improvement Project, substantially in accordance with the Statement of Project attached hereto, any substantive changes to which shall be submitted to the City Council.

SECTION 8. Implementation and completion of the Jackson Park Transit Improvement Project hereby authorized shall be in accordance with applicable City, State and Federal statutes, regulations and procedures.

SECTION 9. That all contracts and requisitions in excess of Fifty Thousand Dollars shall be submitted to the Committee on Finance of the City Council for its review and comment. The Committee on Finance shall, within ten working days of such submission, notify the Purchasing Agent of its review and comments. The Purchasing Agent, upon the passage of ten working days from submission shall process said requisitions in accordance with the provisions of the Municipal Purchasing Act.

SECTION 10. This ordinance shall be effective immediately upon passage thereof.

Statement of Project attached to this ordinance reads as follows:

The Jackson Park Transit Improvement Project will consist of the following:

a) Elevated stations at 61st Street, King Drive, Cottage Grove Avenue, and University Avenue on the Jackson Park Line will be rehabilitated or reconstructed.

b) A new Dorchester Avenue terminal for the Jackson Park Line will be constructed including a rapid transit station, bus loading area and connection to the Illinois Central Railroad Commuter Station and approximately 1000 feet of new trestle structure between Dorchester Avenue and University Avenue.

c) The Dorchester Bridge, the elevated structure east of the IC tracks, and the Jackson Park Station (at Stony Island) will be demolished.

d) Free-standing lights will be installed east of the elevated structure from Stony Island Avenue to the Dorchester Bridge; lights attached to the elevated structure

along 63rd Street from Dorchester Terminal to the curve west of Calumet Avenue will be renewed.

e) Noise abatement devices will be installed where appropriate along the 63rd Street Branch.

The Commissioner of Public Works shall be responsible for the implementation of the Jackson Park Transit Improvement Project and is authorized to prepare or cause to be prepared, detailed plans, specifications, and bid documents and to supervise and control construction of this Project.

The Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, any and all contracts/agreements and amendments thereto pertaining to the Jackson Park Transit Improvement Project, all in accordance with applicable City, State and Federal statutes and regulations.

The City Comptroller and City Treasurer are authorized to disburse the grant funds as required to carry out the Jackson Park Transit Improvement Project.

The City Comptroller is directed to and shall keep books of accounts for the Jackson Park Transit Improvement Project separate and distinct from the other accounts of the City of Chicago and in such manner as to show the true and complete costs and all financial facts and data pertaining thereto. Such accounts shall be so kept as to show the actual cost of the Jackson Park Transit Improvement Project and they shall be kept in accordance with guidelines by the Urban Mass Transportation Administration of the U.S. Department of Transportation and the Illinois Department of Transportation.

The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services or construction necessary to complete the Jackson Park Transit Improvement Project. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

The Commissioner of Public Works, on behalf of the City of Chicago, is authorized to acquire such rights-of-way and easements necessary for the Jackson Park Transit Improvement Project. These acquisitions shall be submitted to the City Council of the City of Chicago for its approval in accordance with applicable City, State and Federal statutes and regulations.

All persons and corporations owning or operating public utility structures and appliances in, upon, over and across or along the streets, alleys, or public places in which the Jackson Park Transit Improvement Project is to be constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph and other public utilities, and any conduits, pipes, wires, poles or other properties used for said purposes or any of them) who shall at the time of construction of the Jackson Park Transit Improvement Project own or operate public utility structures and appliances within any portion of the streets, alleys, or public places to be excavated in

the construction of the Jackson Park Transit Improvement Project are ordered, directed, and required to remove said public utility structures and appliances from their locations in said streets, alleys, or public places and to relocate same in such place or places in the streets, alleys or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets, alleys and public places for public utility purposes as hereafter may be designated.

Alderman Burke moved to *Lay the substitute ordinance on the Table.* The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 20.

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

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 29.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

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

The following is said ordinance as passed:

WHEREAS, On March 26, 1888, (C.J. 741) the City Council of the City of Chicago passed an ordinance, which has been amended from time to time, providing for the construction of an elevated transit line from Congress Street (500 S.) in an alley between State and Wabash Avenue to Jackson Park at 63rd and Stony Island (1600 E.); and

WHEREAS, The City of Chicago has developed the Jackson Park Transit Improvement Project to ensure the continued provision of high-quality transit service within the 63rd Street Corridor in a manner consistent with the revitalization of the surrounding community; and

WHEREAS, This transit improvement includes the rehabiliatiion or new construction of elevated stations, installation of street lighting, and demolishtion of unused elevated structure; and

WHEREAS, It is the intent of this ordinance to allow the City of Chicago through its Department of Public Works to implement the Jackson Park Transit Improvement Project by applying for and receiving Federal and State funding grants and by carrying out the design/engineering and construction all in accordance with applicable City, State and Federal statutes and regulations; and

WHEREAS, The estimated total cost for the Jackson Park Transit Improvement Project is $26,000,000 in 1983 dollars to be funded under the Interstate Transfer Program with the U.S. Department of Transportation providing $22,100,000 (85%), the Illinois Department of Transportation providing $3,900,000 (15%); and

WHEREAS, By ordinance passed August 17, 1983 (C.J. 1527) the City Council authorized the execution of grant contracts for the Jackson Park Transit Improvement Project between the City of Chicago and the U.S. Department of Transportation, and between the City of Chicago and the Illinois Department of Transportation in an amount of $3,000,000, of which $2,550,000 is the Federal share and $442,500 is the State share, and $7,500 is the City share; and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the Applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when the City is procuring construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file applications and amendments thereto on behalf of the City of Chicago, under the Interstate Transfer Program with the U.S. Department of Transportation and the Illinois Department of Transportation to aid in the financing of the Jackson Park Transit Improvement Project.

SECTION 2. That the Mayor is authorized to execute and file with such applications or amendments thereto an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1974.

SECTION 3. The funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U.S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of $26,000,000 or

such amount as may be received by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Jackson Park Transit Improvement Project.

SECTION 4. That the Commissioner of Public Works is authorized to furnish additional information, and execute assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the projects.

SECTION 5. That the Mayor is hereby authorized to execute contracts and assurances pertaining to the Jackson Park Transit Improvement Project between the U.S. Department of Transportation and the City of Chicago and Illinois Department of Transportation and the City of Chicago.

SECTION 6. That the Mayor is authorized to propose an affirmative minority business policy in connection with the Project's materials and service needs, which policy shall become effective only upon adoption by the City Council.

SECTION 7. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Jackson Park Transit Improvement Project, substantially in accordance with the Statement of Project attached hereto, any substantive changes to which shall be submitted to the City Council.

SECTION 8. Implementation and completion of the Jackson Park Transit Improvement Project hereby authorized shall be in accordance with applicable City, State and Federal statutes, regulations and procedures.

SECTION 9. That all contracts for professional services or otherwise in an amount of Fifty Thousand Dollars ($50,000) or more may be executed only upon the approval of the City Council. Further, final payments on such contracts shall not be paid until submitted to the Committee on Finance and approved by the City Council in accordance with Chapter 26, Section 26-13.1 of the Municipal Code of the City of Chicago.

SECTION 10. That this ordinance shall be effective by and from the date of passage thereof.

[Statement of Project printed on pages 1932 thru 1934 of this Journal.]

AUTHORITY GRANTED TO EXECUTE COMMUNITY DEVELOPMENT BLOCK GRANT YEAR X FUNDED CONTRACT TO AMERICAN SPANISH INSTITUTE.

(Continued on page 1935)

JACKSON PARK TRANSIT IMPROVEMENT PROJECT
STATEMENT OF PROJECT

The Jackson Park Transit Improvement Project will consist of the following:

a) Elevated stations at 61st Street, King Drive, Cottage Grove Avenue, and University Avenue on the Jackson Park Line will be rehabilitated or reconstructed.

b) A new Dorchester Avenue terminal for the Jackson Park Line will be constructed including a rapid transit station, bus loading area and connection to the Illinois Central Railroad Commuter Station and approximately 1000 feet of new trestle structure between Dorchester Avenue and University Avenue.

c) The Dorchester Bridge, the elevated structure east of the IC tracks, and the Jackson Park Station (at Stony Island) will be demolished.

d) Free-standing lights will be installed east of the elevated structure from Stony Island Avenue to the Dorchester Bridge; lights attached to the elevated structure along 63rd Street from Dorchester Terminal to the curve west of Calumet Avenue will be renewed.

e) Noise abatement devices will be installed where appropriate along the 63rd Street Branch.

The Commissioner of Public Works shall be responsible for the implementation of the Jackson Park Transit Improvement Project and is

authorized to prepare or cause to be prepared, detailed plans, specifications, and bid documents and to supervise and control construction of this Project.

The Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, any and all contracts/agreements and amendments thereto pertaining to the Jackson Park Transit Improvement Project, all in accordance with applicable City, State and Federal statutes and regulations.

The City Comptroller and City Treasurer are authorized to disburse the grant funds as required to carry out the Jackson Park Transit Improvement Project.

The City Comptroller is directed to and shall keep books of accounts for the Jackson Park Transit Improvement Project separate and distinct from the other accounts of the City of Chicago and in such manner as to show the true and complete costs and all financial facts and data pertaining thereto. Such accounts shall be so kept as to show the actual cost of the Jackson Park Transit Improvement Project and they shall be kept in accordance with guidelines by the Urban Mass Transportation Administration of the U.S. Department of Transportation and the Illinois Department of Transportation.

The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services or construction necessary to complete the Jackson Park Transit Improvement Project. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

The Commissioner of Public Works, on behalf of the City of Chicago, is authorized to acquire such rights-of-way and easements necessary for the Jackson Park Transit Improvement Project. These acquisitions shall be submitted to the City Council of the City of Chicago for its approval in accordance with applicable City, State and Federal statutes and regulations.

All persons and corporations owning or operating public utility structures and applicance in, upon, over, across or along the streets, alleys, or public places in which the Jackson Park Transit Improvement Project is to be constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph and other public utilities, and any conduits, pipes, wires, poles or other properties used for said purposes or any of them) who shall at the time of construction of the Jackson Park Transit Improvement Project own or operate public utility structures and appliances within any portion of the streets, alleys, or public places to be excavated in the construction of the Jackson Park Transit Improvement Project are ordered, directed, and required to remove said public utility structures and appliances from their locations in said streets, alleys, or public places and to relocate same in such place or places in the streets, alleys or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets, alleys and public places for public utility purposes as hereafter may be designed.

(Continued from page 1931)

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

WHEREAS, The Department of Aging and Disability is desirous of entering into a contract with the American Spanish Institute; and

WHEREAS, The American Spanish Insititute agrees to perform homemaker services for various Service Areas throughout the City; and

WHEREAS, Pursuant to Section 8 of the Community Development Block Grant Year X Ordinance, approved by the City Council on June 6, 1984, the Department of Aging and Disability requests the approval of this contract by the Corporate Authorities; now, therefore,

Be It Resolved, That the Mayor has the authority to enter into and execute a contract with the American Spanish Institute.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

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

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR PROJECT BY FAIRMONT CORPORATION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond for the Fairmont Corporation to assist in the purchase and rehabilitation of a facility located at 2245 W. Pershing Road.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, As a result of negotiations between the Issuer and the Fairmont Corporation (the "Beneficiary"), a corporation for profit duly organized and validly existing under the laws of the State of Delaware, which owns 100% of the beneficial interest under that certain Trust Agreement (the "Trust Agreement") dated August 28, 1984, and known as Trust No. 62064 (the "Trust"), of which American National Bank and Trust Company of Chicago (the "Trustee"), a national banking association having offices at 33 North LaSalle Street, Chicago, Illinois 60690, is Trustee, contracts have been entered into by the Beneficiary for the acquisition of an industrial facility (the "Project") within the boundaries of the Issuer, which Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and the Issuer is willing to issue its industrial revenue bonds to finance the Project upon terms which will be sufficient to pay the cost of acquisition of the Project, and related expenses, all as set forth in the provisions of the Agreement hereinafter defined; and

WHEREAS, It is estimated that the cost of acquisition of the Project, and related expenses, including costs relating to the preparation and issuance of the City of Chicago, Illinois Economic Development Limited Obligation Revenue Bonds (The Fairmont Corporation Project) (the "Bonds"), will not be less than $600,000; and

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

WHEREAS, The Issuer proposes to sell the Project Bonds upon a negotiated basis to American National Bank and Trust Company of Chicago (the "Purchaser"); and

WHEREAS, Payment of the principal of, premium, if any, and interest on the Bonds will be secured by a pledge and assignment of the Security (hereinafter defined) and by the Guaranty (hereinafter defined); now, therefore,

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

SECTION 1. Definitions. In addition to the words and terms elsewhere defined in this Bond Ordinance or in the Agreement, the Mortgage, the Guaranty, the Bond Purchase Agreement or the Indenture (all as hereinafter defined), the words and terms set forth below as used in this Bond Ordinance shall have the following meanings, unless the context or use clearly indicates a different meaning or intent:

"Additional Bonds" means any industrial revenue bonds of the Issuer in addition to the Series 1984 Bonds which may be issued pursuant to and upon the conditions set forth in Section 8 hereof.

"Agreement" means the Loan Agreement dated as of the Execution Date between the Issuer and the Obligor, as the same may be amended.

"Assignment" means the Security Assignment of Beneficial Interest in Land Trust dated as of the Execution Date from the Beneficiary to the Issuer, as the same may be amended.

"Authorized Beneficiary Representative" means the person or persons at the time designated pursuant to the Agreement to act on behalf of the Beneficiary.

"Authorized Obligor Representative" means the person or persons at the time designated pursuant to the Agreement to act on behalf of the Obligor.

"Base Rate" means at any time that rate of interest most recently announced by American National Bank and Trust Company as its base rate.

"Bond" or "Bonds" mean the Series 1984 Bonds and any Additional Bonds.

"Bond Counsel" means Mayer, Brown, & Platt, attorneys of Chicago, Illinois.

"Bond Fund" means the Bond Fund created and established pursuant to Section 7 hereof.

Bondholder" or "holder" or "holder of Bonds" means American National Bank and Trust Company of Chicago or registered assigns.

"Bond Legislation" means (a) when used with reference to the Series 1984 Bonds, this Bond Ordinance; (b) when used with reference to an issue of Additional Bonds, this Bond Ordinance to the extent applicable and the legislation of the City Council providing for the issuance of such Additional Bonds; and (c) when used with reference to Bonds when Additional Bonds are outstanding, this Bond Ordinance and the legislation of the City

Council providing for the issuance of such Additional Bonds; all as from time to time lawfully supplemented or amended.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of the Execution Date between the Issuer and American National Bank and Trust Company of Chicago, as the same may be amended.

"Bond Service Charges" means, for any time period, the principal of, premium, if any, and interest on the Bonds for such time period.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or a day on which banking institutions are authorized by law to close in the city in which the Secured Party is located.

"City Council" means the City Council of the Issuer.

"Code" means the Internal Revenue Code of 1954, as amended, and the rulings, regulations and court decisions thereunder.

"Demand for Payment" means a demand for payment of the Bonds by the holder thereof in accordance with Section 109 of the Indenture.

"Determination of Taxability" means (i) the issuance by the Internal Revenue Service of a ruling letter or a technical advice memorandum or letter concerning the Bondholder or any former holder of the Bonds, pursuant to a request therefor consented to by the Obligor, or (ii) an assertion by the Internal Revenue Service in a Revenue Agent's Report or another document having a similar effect to the Bondholder or any former holder of the Bonds, or (iii) the issuance by the Internal Revenue Service to the Bondholder or any former holder of the Bonds of a notice of assessment and demand for the payment of tax in respect of interest on the Bonds, or (iv) the commencement of an action or suit in the United States Tax Court or any other Federal court of competent jurisdiction, in each case claiming or stating that the interest on the Bonds is includable in the gross income of the Bondholder or any former holder of the Bonds for Federal income tax purposes (other than a holder who is a "substantial user" of the Project or a "related person" as those terms are used in Section 103 of the Internal Revenue Code of 1954, as amended).

"Effective Date" means the date of delivery and registration of the Series 1984 Bonds, at which time the Indenture becomes effective and from which date interest shall begin accruing on the Series 1984 Bonds.

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

"Eligible Investments" means the investments and deposits specified in Section 501 of the Indenture; provided that any such investment or deposit is not prohibited by applicable law.

"Event of Taxability" means the occurrence of circumstances which a Determination of Taxability shall have found to have occurred and which results in the interest payable on the Bonds becoming includable in the gross income for Federal income tax purposes of

any holder (other than a holder who is a "substantial user" of the Project or a "related person" as those terms are used in Section 103 of the Code), such occurrence of circumstances relating to a specific point in time.

"Execution Date" means the date as of which, among other documents, the Indenture and the Agreement shall be deemed executed for reference purposes.

"Executive" means the Mayor of the Issuer.

"Guaranty" means the Guaranty dated as of the Execution Date from the Beneficiary and the Limited Guarantor to the Issuer and the Secured Party, as the same may be amended.

"Indenture" means the Indenture dated as of the Execution Date between the Issuer and the Secured Party, as the same may be amended or supplemented.

"Issuer" means the City of Chicago, Illinois or any municipal body corporate succeeding to its rights and obligations under the Agreement, the Indenture and all other documents and agreements related thereto.

"Limited Guarantor" means Mr. Leonard Herman.

"Loan" means the loan made pursuant to Section 3.1 of the Agreement.

"Loan Repayments" means the loan repayments payable by the Obligor on the Note Pursuant to and as required by Section 3.2 of the Agreement in amounts and at the times sufficient to enable the Issuer to make its corresponding payments of principal of and interest on the Bonds as and when the same become due (whether by maturity, acceleration, redemption or Demand for Payment).

"Mortgage" means the Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of the Execution Date between the Obligor and the Beneficiary, as mortgagor, and the Issuer, as mortgagee, as the same may be amended.

"Obligor" means the Trustee in its capacity as obligor under the Agreement.

"Outstanding" or "Bonds outstanding" means the Bonds which have been delivered under the Indenture, except

(a) Bonds theretofore cancelled;

(b) Bonds for the payment or redemption of which the necessary amount shall have been or shall concurrently be deposited with the Secured Party; provided that, if such Bonds are being redeemed prior to maturity, the required notice of redemption shall have been or provision satisfactory to the Secured Party shall have been made therefor; and

(c) Bonds in substitution for which other Bonds have been delivered pursuant to Article I of the Indenture.

"Person" or "person" means natural persons, firms, trusts, associations, corporations and public bodies.

"Project" means the acquisition of a building, the site therefor and related facilities as set forth in Exhibit A attached to the Indenture, including such modifications thereof, substitutions therefor, and Improvements to the Project (as defined in the Agreement), and excluding deletions therefrom as shall be made in accordance with the Agreement but shall not include the Beneficiary's own machinery or equipment installed therein which was not and is not in the future acquired with the proceeds of the Bonds.

"Secured Party" means American National Bank and Trust Company of Chicago, a national banking association, and any successor appointed in accordance with the Indenture.

"Security" means the properties, rights and interests of the Issuer specified in Section 201 of the Indenture as security for payment of the Bonds.

"Series 1984 Bonds" means the $600,000 City of Chicago, Illinois Economic Development Limited Obligation Revenue Bonds (The Fairmont Corporation Project), Series 1984.

"State" means the State of Illinois.

Any reference herein to the Issuer, to the City Council, or to any member or official of either, shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Illinois Revised Statutes, or to a section, provision or chapter of the laws of the Issuer shall include such section, provision or chapter as from time to time amended, modified, revised, supplemented, or superseded; provided, that no such change in said Constitution or laws shall be applicable solely by reason of this provision if such change in any way constitutes an impairment of the rights or obligations of the Issuer, the Bondholder, the Secured Party, the Obligor, the Limited Guarantor or the Beneficiary under this Bond Ordinance, the Bond Purchase Agreement, the Bonds, the Agreement, the Mortgage, the Indenture, the Assignment, the Guaranty or any other document executed in connection with any of the foregoing, including, without limitation, any alteration of the obligation to pay the Bond Service Charges in the amount and manner, at the times, and from the sources provided in this Bond Ordinance and the Indenture, except as otherwise herein permitted.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms refer to the Bond Legislation and the Indenture; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Bond Ordinance. Words of the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

The captions and headings in this Bond Ordinance shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Ordinance.

SECTION 2. Determinations of City Council. The City Council does hereby determine that (a) the Project is an "industrial development project" as defined in the Enabling Ordinance; (b) the acquisition of the Project will promote the public purposes of the Enabling Ordinance and the public welfare by encouraging and assisting the location, purchase, construction, reconstruction, modernization, improvement, maintenance, repair, furnishing, equipping and expansion by industrial and commercial enterprises of their facilities within the State and the Issuer and the alleviation and prevention of conditions of unemployment and by otherwise strengthening the economy of the State and the Issuer; (c) the provision of loan assistance to the Obligor for financing the cost of acquisition of the Project is hereby authorized and will require the issuance, sale and delivery of the Series 1984 Bonds and hereafter may require the Issuer's best efforts to issue, sell and deliver Additional Bonds, all of which Bonds shall be subject to such other terms and conditions as provided herein and in the Indenture.

SECTION 3. Authorization and Terms of the Series 1984 Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided and authorized herein and in the Indenture and pursuant to the authority of the Enabling Ordinance, the Series 1984 Bonds for the purpose of making a loan of the proceeds thereof to the Obligor in order to assist the Obligor in financing the cost of acquisition of the Project. The Series 1984 Bonds may be issued in an aggregate principal amount not to exceed $600,000. The Series 1984 Bonds shall be designated "City of Chicago, Illinois Industrial Development Limited Obligation Revenue Bonds (The Fairmont Corporation Project), Series 1984". The Issuer may also issue, sell and deliver Additional Bonds on a parity with the Series 1984 Bonds for the purposes and in the manner provided in Section 8 hereof.

(a) Form, Numbering, Denomination and Date. The Series 1984 Bonds shall be initially issued in the form of a single fully-registered term bond, shall be in substantially the form attached hereto as Exhibit A, shall be exchangeable upon transfer for a fully-registered bond in the same denomination in the manner and on the terms provided in the Indenture, shall be numbered consecutively from R-1 upwards and shall be dated the date of their issuance.

(b) Interest Rate. Each Series 1984 Bond shall bear interest from its date (computed for the actual number of days elapsed on the basis of a year consisting of 360 days) on the unpaid principal amount thereof from time to time outstanding, payable on the first day of each month of each year at the rate per annum which is equal to 70% of the Base Rate from time to time in effect (the "Interest Rate").

Subject to the provisions of the immediately succeeding paragraph, in the event of a Determination of Taxability the Bonds shall bear interest from the date of the Event of Taxability, until redeemed, at a rate per annum equal to the sum of the Base Rate plus 2%, but in any case, not in excess of the highest rate allowed by law.

(c) Principal Payments. The Series 1984 Bonds shall be payable in 179 principal installments of $3,333.33 each and a final installment of $3,333.93, commencing on that date which is one month after the Effective Date, and monthly thereafter on the first day of each month of each year, unless redeemed prior thereto as provided in the Indenture.

(d) Redemption and Demand for Payment Provisions. The Series 1984 Bonds are subject to optional redemption by the Issuer, upon direction of the Obligor or the

Beneficiary, on any date on or after the Execution Date in whole or in part, in inverse order of installments at the redemption price of 100% of the amount prepaid plus accrued interest.

The Bonds are subject to mandatory redemption by the Issuer in the event there is a Determination of Taxability or upon the request of the Bondholder in the event the Project shall have been damaged or destroyed or there shall have occurred the condemnation of such portion of the Project or the taking by eminent domain of such use or control of the Project so that the Project in the judgment of the Bondholder may not be reasonably restored within a period of six consecutive months to the condition thereof immediately preceding such damage or destruction or condemnation or taking, or that the Obligor or the Beneficiary is thereby prevented from carrying on its normal operations at the Project for a period of six months. Upon the occurrence of any such event or request the Bonds shall be redeemed in whole on the first principal and interest payment date following said occurrence for which the requisite notice of redemption can be given at a redemption price of 100% of the principal amount hereof, plus accrued interest to the redemption date plus, upon the occurrence of a Determination of Taxability, the additional interest payable pursuant to Section 3(b) hereof to the redemption date and the Obligor may also be required to make certain additional payments to the Bondholder pursuant to Article III of the Agreement.

Notice of the call for any redemption, which shall identify the amount and maturity of the installment or installments to be redeemed, shall be given by the Obligor or the Beneficiary to the Issuer and the Secured Party in the case of an optional redemption, or by the Secured Party to the Issuer, the Obligor and the Beneficiary, in the case of a mandatory redemption, not less than seven days prior to the redemption date. The Secured Party shall record the date and amount of any partial redemption on the face of the Bonds.

On or prior to the redemption date, cash funds shall be placed with the Secured Party to pay on the redemption date the Series 1984 Bonds or portions thereof thus called and accrued interest thereon to the redemption date. Upon the happening of the above conditions, the Series 1984 Bonds or portions thereof thus called shall not bear interest after the redemption date and shall not be deemed to be outstanding under the provisions of the Indenture.

The Bondholder may, by at least seven Business Days' prior written notice to the Obligor, the Beneficiary and the Issuer demand that the Bonds be paid in full on those dates which are the fifth or the tenth anniversary of the Effective Date (or the next succeeding Business Day, if either date shall not be a Business Day), in an amount equal to 100% of the principal amount thereof, plus accrued interest thereon to the date of payment. Any such demand by the Bondholder may be revoked in writing by the Bondholder and, by acceptance of the Bonds, the Bondholder shall agree, shall be so revoked in the event that a purchase of the Bonds from the Bondholder at a price at least equal to 100% of the principal amount of the Bonds, plus accrued interest thereon to the date of purchase, and no other terms acceptable to the Bondholder is arranged.

The Series 1984 Bonds shall be executed by the manual or facsimile signature of the Executive and attested by the manual signature of the City Clerk, and the corporate seal of the Issuer shall be affixed thereto or imprinted thereon.

SECTION 4. Terms of All Bonds. All Bonds shall bear such designation as may be necessary to distinguish them from Bonds of any other series. Bond Service Charges on all Bonds shall be payable in lawful money of the United States of America. All Bonds shall be negotiable instruments, subject to applicable provisions for transfer and registration, and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law.

All Bonds shall be executed in the manner provided in the Bond Legislation authorizing their issuance or in the manner provided by the applicable law in effect at the time of their issuance. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before the issuance and delivery of or payment for such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until that time.

The Series 1984 Bonds shall be equally and ratably payable solely from the Security, shall be secured by a pledge of the Security and by the Guaranty. The payment terms of and security for the Additional Bonds shall be as provided in the Bond Legislation and in the Indenture. Anything in the Bond Legislation, the Bonds or the Indenture to the contrary notwithstanding, the Bonds shall be limited obligations of the Issuer payable solely from the Security, including the Loan Repayments, or otherwise by the Obligor, and the Bondholder shall not have the right to compel any exercise of the Issuer's taxing power to pay the principal of or interest on the Bonds or any other costs or pecuniary liabilities relating to the Bonds, the Loan, acquisition of the Project or any proceeding, document or certification incidential to the foregoing. The Bonds shall not constitute an indebtedness of the Issuer or a loan of credit of the Issuer within the meaning of any constitutional or statutory provisions, and shall state on the face thereof that the Bonds have been issued under the provisions of the Enabling Ordinance.

SECTION 5. Sale of Series 1984 Bonds. The Series 1984 Bonds are awarded and are to be sold and delivered to the Purchaser, in accordance with the Bond Purchase Agreement, at a purchase price of 100% of the principal amount thereof. The Executive, the City Clerk and the Clerk of the City Council are authorized and directed to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Series 1984 Bonds to the Purchaser, and to take all steps necessary to effect due issuance, execution and delivery to the Purchaser of the Series 1984 Bonds, under the terms of this Bond Ordinance and the Indenture, to the extent not provided for in the Bond Purchase Agreement; provided that the terms hereof shall control in the event of any inconsistency with the terms of the Bond Purchase Agreement. It is hereby determined that the price for and the terms of the Series 1984 Bonds, and the sale thereof, all as provided in this Bond Ordinance, are in the best interest of the Issuer and in compliance with all legal requirements.

SECTION 6. Allocation of Proceeds of Series 1984 Bonds -- Project Fund. There is created by the Issuer and ordered maintained as a separate deposit account (except when invested as hereinafter provided) in the custody of the Secured Party, a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Project Fund -- The Fairmont Corporation Project" (the "Project Fund"). Moneys in the Project Fund may be invested as provided in Section 10 hereof and in the Indenture and shall be disbursed in accordance with the provisions of Section 4.1 of the Agreement and Section 401 of the Indenture. The Secured Party is authorized and directed to make any such disbursement from the Project Fund in accordance with the provisions of the Agreement and the Indenture.

All of the proceeds from the sale of the Series 1984 Bonds shall be deposited into the Project Fund.

The moneys and Eligible Investments to the credit of the Project Fund shall, pending disbursement pursuant to the Agreement, constitute a part of the Security pledged and assigned to the Secured Party as security for the payment of the Bonds.

SECTION 7. Sources of Payment -- Bond Fund. As provided in the Agreement, Bond Service Charges, as they come due, shall be payable (i) in the first instance, from the Loan Repayments to be made by the Obligor directly to the Secured Party for the account of the Issuer pursuant to the terms of the Agreement and deposited in the Bond Fund (as hereinafter defined), (ii) if such Loan Repayments are not made or moneys then on deposit in the Bond Fund and available for such purposes are insufficient to meet such Bond Service Charges, from other Security to the extent then available and (iii) from any other source lawfully available to the Secured Party, including proceeds from the sale or liquidation of any collateral pursuant to the Mortgage or the Assignment and from payments under the Guaranty.

There is created by the Issuer and ordered maintained as a separate deposit account (except when invested as hereinafter provided) in the custody of the Secured Party, a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Bond Fund -- The Fairmont Corporation Project" (the "Bond Fund"). The Bond Fund (and accounts therein provided for in the Indenture or in the Agreement) and the moneys and Eligible Investments therein are hereby pledged to and shall be used solely and exclusively for the payment of Bond Service Charges as they fall due all as provided herein and in the Indenture and the Agreement.

On the date of any required payment of Bond Service Charges, the Secured Party may withdraw moneys in the Bond Fund applicable thereto for its own benefit in its capacity as Bondholder in amounts sufficient to meet payments to be made of Bond Service Charges then due and payable.

There shall be deposited into the Bond Fund, as and when received, (a) all Loan Repayments, (b) all other amounts due from the Obligor, the Limited Guarantor or the Beneficiary except for the amounts required by the Bond Legislation, the Indenture, the Mortgage or the Agreement to be deposited into the Project Fund or any separate insurance or condemnation proceeds account and (c) amounts, if any, transferred from the Project Fund pursuant to Section 4.1 of the Agreement and Section 401 of the Indenture.

SECTION 8. Additional Bonds. The Issuer, at the request of the Obligor and the Beneficiary and upon the prior written consent of the Secured Party, may, but shall not be required to, issue Additional Bonds in one or more series for the purposes set forth in, and subject to the requirements of the Enabling Ordinance and Section 2.2 of the Agreement, but only if such Additional bonds are to be purchased and held by the Secured Party. All Bonds issued under the Indenture shall be of the same priority and shall be equally and ratably payable from and secured by the Security, but the Additional Bonds may bear such dates and interest rates, have maturity dates and redemption dates and prices, and be issued at such prices as shall be approved in writing by the Issuer, the Beneficiary and the Obligor.

SECTION 9. Covenants and Representations of Issuer. In addition to other covenants and representations of the Issuer contained in this Bond Legislation, the Bond Purchase Agreement, the Agreement and the Indenture, the Issuer further covenants and represents to the Bondholder and the Secured Party and agrees with the Bondholder and the Secured Party as follows:

(a) Payment of Bond Service Charges. The Issuer will, solely from the sources herein provided, pay or cause to be paid the Bond Service Charges on each and all Bonds on the dates, at the places and in the manner provided herein, in the applicable Bond Legislation and in the Bonds.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Bond Ordinance, the Bond Purchase Agreement, the Agreement, the Mortgage, the Assignment, the Indenture and in any and every Bond issued, executed and delivered, and in all proceedings of the City Council pertaining thereto, on its part to be observed or performed. The Issuer represents that it is, and upon delivery of the Series 1984 Bonds covenants that it will be, duly authorized by the Constitution and laws of the State and laws of the Issuer, including particularly and without limitation the Enabling Ordinance, to issue, sell and deliver the Series 1984 Bonds, to execute and deliver the Bond Purchase Agreement, the Agreement and the Indenture and other documents to which it is a party and as authorized by Section 12 hereof and to acknowledge and accept the Mortgage and the Assignment, and to provide the Security for payment of the Bond Service Charges in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance, sale and delivery of the Series 1984 Bonds and execution and delivery of the Bond Purchase Agreement, the Agreement, the Mortgage, the Assignment, the Indenture and such other documents have been or will be duly and effectively taken; and that the Bonds in the hands of the Bondholder will be valid and enforceable limited obligations of the Issuer according to the terms thereof. Each obligation of the Issuer required to be undertaken pursuant to this Bond Ordinance, the Bond Purchase Agreement, the Agreement, the Mortgage, the Assignment, the Indenture and the Bonds is binding upon the Issuer, and such official or employee thereof as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of such obligation.

(c) Negative Pledge. Except as otherwise provided in this Bond Ordinance, the Bond Purchase Agreement, the Agreement, the Mortgage and the Indenture, the Issuer will not pledge or assign the Security or create or permit to be created any debt, lien or charge thereon other than the pledge and assignment thereof under this Bond Ordinance and the Indenture.

(d) Recordings and Filings. The Obligor or the Beneficiary will cause the Mortgage and any related documents, instruments and financing statements relating to the pledge and assignment made by the Issuer in the Indenture to secure the Bonds, to be recorded and filed in such manner, at such times and in such places as may be required by law in order to fully preserve and protect the security of the Bondholder and the rights of the Secured Party under the Agreement, the Mortgage, the Assignment and the Indenture.

(e) Inspection of Project Books. All books and documents in the Issuer's possession relating to the Project and the Security which are not privileged or confidential shall

upon a reasonable period of notice to the Issuer, and at such times which are reasonably designated by the Issuer during the Issuer's regular business hours be open to inspection by such accountants, attorneys or other agents of the Secured Party as the Secured Party may from time to time designate; provided, however, that the Secured Party shall not waive hereunder rights it otherwise may possess under applicable law.

(f) Rights and Enforcement of the Agreement. The Secured Party, in its name or in the name of the Issuer, may, for and on behalf of the Bondholder, enforce all rights of the Issuer, except the Issuer's rights under Article VI of the Agreement as provided in the Agreement, and all obligations of the Obligor under and pursuant to the Agreement, whether or not the Issuer is in default of the pursuit or enforcement of such rights and obligations. However, the Issuer shall do all things and take all actions on its part necessary to comply with the obligations, duties and responsibilities on its part under the Agreement, and will take all actions within its authority to keep the Agreement in effect in accordance with the terms thereof. The Issuer shall fully cooperate with the Secured Party in the enforcement by the Secured Party of any of the Secured Party's rights described herein.

(g) Arbitrage Provisions and Transcript of Proceedings. The Issuer will restrict the use of the proceeds of the Series 1984 Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for the Series 1984 Bonds, so that the Series 1984 Bonds will not constitute arbitrage bonds under Section 103(c) of the Internal Revenue Code and the regulations prescribed thereunder. The City Clerk or any other official having responsibility for issuing the Series 1984 Bonds is authorized and directed, alone or in conjunction with any of the foregoing or with any other official, employee, consultant or agent of the Issuer or with the Obligor or the Beneficiary, or any employee, consultant or agent of the Obligor or the Beneficiary, to give an appropriate certificate of the Issuer, for inclusion in the transcript of proceedings for the Series 1984 Bonds, setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Series 1984 Bonds and the facts, estimates and circumstances on which they are based, such certificate to be premised on the reasonable expectations and the facts, estimates and circumstances on which they are based as provided by the Obligor or the Beneficiary, all as of the date of delivery of and payment for the Series 1984 Bonds.

(h) Transcript of Proceedings. The Clerk of the City Council, or other appropriate official of the Issuer, shall furnish or cause to be furnished to the Purchaser and to Bond Counsel a true transcript of all proceedings of the Issuer had with reference to the issuance of the Series 1984 Bonds, certified by said Clerk or other appropriate official, along with such information from the records as is necessary to determine the regularity and validity of the issuance of said Bonds.

(i) The Issuer will not engage in any activity which might result in the income of the Issuer becoming taxable to it or any interest on the Series 1984 Bonds becoming taxable to the recipient thereof under the Code.

SECTION 10. Investment of Bond Fund and Project Fund. Moneys in the Bond Fund and the Project Fund shall be invested and reinvested by the Secured Party in any Eligible Investments at the oral or written direction of the Authorized Beneficiary Representative or the Authorized Obligor Representative, provided that the investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Secured Party at the times

and in the amounts necessary to provide moneys to pay Bond Service Charges as they fall due at stated maturity or by redemption, demand for payment, prepayment or acceleration, and that each investment of moneys in the Project Fund shall in any event mature or be redeemable at the option of the Secured Party at such time as may be necessary to make payments from said Fund. Subject to any such directions with respect thereto, the Secured Party may from time to time sell such investments and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid. Any such investments may be purchased from or sold to the Secured Party or any commericial bank affiliated with the Secured Party. The Secured Party shall sell or redeem investments standing to the credit of the Bond Fund to produce sufficient moneys applicable hereunder to and at the times required for the purposes of paying Bond Service Charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any such order. All investments shall be deemed a part of the Fund with whose moneys they were acquired, and all profits and losses shall be credited or charged to said Fund. For purposes of this Bond Ordinance and the Indenture, such investments shall be valued at face amount or market value, whichever is less.

SECTION 11. Execution and Delivery of Bond Purchase Agreement, Agreement, Mortgage, Assignment and Indenture. In order to provide for the issuance and sale of the Series 1984 Bonds and the consummation of the transactions contemplated thereby, the Executive and the City Clerk or the Clerk of the City Council are hereby authorized and directed to execute and deliver, in the name and on behalf of the Issuer, the Bond Purchase Agreement, the Agreement, the Mortgage, the Assignment and the Indenture (and to acknowledge and accept the Guaranty) in substantially the forms thereof submitted to the City Council, which instruments are hereby approved, with such changes therein not inconsistent with this Bond Ordinance and not substantially adverse to the Issuer as may be permitted by the Enabling Ordinance and approved by the officials executing the same on behalf of the Issuer. The approval of such changes by said officials, and the determination that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such revised instruments.

SECTION 12. Execution and Delivery of Other Documents. The Executive, the City Clerk and the Clerk of the City Council, as appropriate, are further authorized and directed to execute and deliver such certificates, financing statements, assignments and instruments as are, in the opinion of Bond Counsel, necessary or appropriate to perfect the pledge and assignment set forth in the Indenture and to consummate the transactions contemplated by this Bond Ordinance, the Bond Purchase Agreement, the Agreement, the Mortgage, the Assignment, the Guaranty and the Indenture.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Bond Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 14. Captions. The captions or headings of this Bond Ordinance are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Bond Ordinance.

SECTION 15. Provisions in Conflict Repealed. All ordinances, resolutions, and orders, or part thereof, in conflict with the provisions of this Bond Ordinance are, to the extent of such conflict, hereby repealed, and this Bond Ordinance shall be published by the City

Clerk as required by law, and copies hereof shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Bond Ordinance, and this Bond Ordinance shall be effective immediately upon its adoption and approval as provided by law.

SECTION 16. Acknowledgement of Public Hearing. The action of the Commissioner of Economic Development in publishing a notice of public hearing as required by Section 103(k) ("Section 103(k)") of the Internal Revenue Code of 1954, as amended, is hereby in all respects ratified and confirmed, and the material contained in such notice is incorporated herein. This City Council acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago on July 13, 1984, and declares that this Bond Ordinance constitutes the public approval required by Section 103(k).

[Memorandum of Agreement, Loan Agreement, Indenture, Bond Purchase Agreement, Mortgage, Assignment of Rents, Security Agreement and Financing Statement, Security Assignment of Beneficial Interest in Land Trust, and Guaranty omitted for printing purposes but on file and available for public inspection in Office of the City Clerk.]

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR PROJECT BY ADMIRAL TOOL AND MANUFACTURING COMPANY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond for Admiral Tool and Manufacturing Company to assist in the expansion of its present facility located at 3700 N. Talman Avenue.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the

1970 Constitution of the State of Illinois having a population in excess of 25,000 and is a home rule unit of government under Section 6(a) of Article VII of said constitution; and

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

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a Memorandum of Agreement dated as of March 26, 1984 with Admiral Tool and Manufacturing Co. (the "Borrower"), whereby the Borrower proposes to construct an addition, consisting of approximately 22,000 sq. ft., to an existing manufacturing facility and to acquire and install certain machinery and equipment for use in said building, to be used by the Borrower as a facility for contract metal stamping (the "Project") and to be located at 3700 North Talman, in Chicago, Illinois; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted April 13, 1984; and

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

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be not less than $1,400,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Industrial Development Revenue Bond, Series 1984 (Admiral Tool and Manufacturing Co. Facility)" upon a negotiated basis to American National Bank and Trust Company of Chicago, Chicago, Illinois; and

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

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

Definitions

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

"Agreement" means the Loan Agreement dated as of August 1, 1984, by and between the Issuer and the Borrower, as from time to time supplemented and amended.

"Bond" means the Industrial Development Revenue Bond, Series 1984 (Admiral Tool and Manufacturing Co. Facility) of the Issuer, in the principal amount of $1,400,000, authorized to be issued pursuant to the terms and conditions of the Indenture and this Ordinance.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of August 1, 1984, by and among the Issuer, the Borrower and American National Bank and Trust Company of Chicago, Chicago, Illinois.

"Borrower" means Admiral Tool & Manufacturing Co., an Illinois corporation, and any successors and assigns permitted by the Agreement.

"Indenture" means the Indenture of Trust dated as of August 1, 1984, from the Issuer to the Trustee, as from time to time supplemented and amended.

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

"Mortgage" means the Mortgage and Security Agreement dated as of August 1, 1984, from the Borrower to the Issuer, as from time to time supplemented and amended.

"Note" means the 1984 Industrial Development Facility Note of the Borrower in the principal amount of $1,400,000, executed and delivered by the Borrower to the Issuer concurrently with the sale and delivery by the Issuer of the Bond, pursuant to Section 5.3 of the Agreement.

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

"Project" means the real estate and the improvements to be constructed thereon and the machinery, equipment and related property to be acquired and used therein as described in the preamble hereto, all to be located in the City of Chicago, Illinois, as defined and as described in the Agreement and the preamble to this Ordinance.

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

Authorization and Approval of the Project

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby approved and authorized to be financed through the issuance of the Bond as described herein. The action of the Commission of Economic Development of the City of Chicago in publishing notice of said public hearing as required by the Tax Equity and Fiscal Responsibility Act of 1982 is in all respects hereby ratified, confirmed and approved, and the holding of said public hearing by said commissioner, or his designee, is hereby acknowledged, ratified, confirmed and approved. The estimated cost of the acquisition and construction of the Project is not less than $1,400,000 which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereon to the Borrower. It is hereby found and declared that the financing of the Project and the use thereof by the Borrower as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bond, the execution and delivery of the Agreement, the Note, the Mortgage, and the Indenture by the parties hereto are necessary and proper.

Authorization and Payment of Bond

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond, Series 1984 (Admiral Tool & Manufacturing Co. Facility) in the principal amount of $1,400,000. The Bond shall be issued in the form and denomination set forth in the Indenture; shall be dated the date on which the Bond is delivered to the purchaser thereof; shall mature in the amounts and on the dates and shall bear interest at the rates per annum, payable on the dates set forth in the Indenture; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be in such form and have the other terms and provisions set forth in the Indenture (as executed and delivered).

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

Bond Is Limited Obligation

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

the Note (except as hereinabove provided). No owner of the Bond shall have the right to compel the taxing power of the Issuer, the State of Illinois or any political subdivision thereof to pay the principal installments of, premium, if any, and interest on the Bond.

Agreement, Note and Mortgage

SECTION 5. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage (except any payment made pursuant to Sections 4.3(a)(viii) and 5.3(b) of the Agreement relating to the duty of the Borrower to reimburse the Issuer for certain expenses of the Issuer, Section 8.2 of the Agreement relating to indemnification of the Issuer by the Borrower or Section 10.4 of the Agreement relating to the obligation of the Borrower to pay any attorneys' fees and expenses incurred by the Issuer upon the default of the Borrower thereunder), pursuant to the Indenture.

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

Sale of Bond: Execution and Acceptance of Documents

SECTION 6. (a) The sale to American National Bank and Trust Company of Chicago, Chicago, Illinois, of the Bond hereby authorized at a price of $1,400,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City of Chicago, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

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

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

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

(c) The Mortgage in substantially the same form in which the same has been presented to the City Council of the Issuer is hereby approved by said City Council, and the Mortgage is in all respects authorized, approved and confirmed.

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

Appointment of Trustee

SECTION 7. The appointment of American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee, paying agent and Bond Registrar under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions

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

Severability

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

Captions

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

Provisions in Conflict Superseded

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

[Memorandum of Agreement, Bond Purchase Agreement, Mortgage and Security Agreement, Indenture of Trust, and Loan Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR PROJECT BY JEFFCO OFFSET COMPANY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond for Jeffco Offset Company to assist in the purchase and installation of an offset printing press at the company's present location at 2411 S. Wallace Street.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000 and is a home rule unit under Section 6(a) of Article VII of said Constitution and is authorized and empowered by the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the Issuer on February 10, 1982; as from time to time supplemented and amended (the "Enabling Ordinance"), to finance in whole or in part the cost of the acquisition, purchase, or extension of any industrial development project in order to encourage development of the municipality; and

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

WHEREAS, As a result of negotiations between the Issuer and Jeffco Offset Company, a corporation duly organized under the laws of the State of Illinois (the "Borrower"),

contracts have been or will be entered into by the Borrower for the acquisition and installation of the Project Equipment as defined and described in the Loan Agreement by and between the Issuer and the Borrower dated as of September 1, 1984 (the "Agreement"), said acquisition and installation referred to as the Project (the "Project"), within the boundaries of the Issuer and which Project will be of the character and will accomplish purposes provided by the Enabling Ordinance, the Issuer is willing to issue its industrial revenue bond to finance the costs to the Borrower of the Project upon terms which will be sufficient to pay or reimburse the cost of such acquisition and installation as evidenced by the industrial revenue bond, all as set forth in the details and provisions of the Agreement and the same shall be secured by a Security Agreement-Equipment dated as of September 1, 1984 (the "Security Agreement") from the Borrower to the Issuer; and

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

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

WHEREAS, The Commissioner of Economic Development or his designee of the Issuer held a public hearing pursuant to Section 103(k) of the Internal Revenue Code, as amended, on August 10, 1984, and this City Council hereby approves the issuance of said revenue bond; and

WHEREAS, The Issuer proposes to sell the industrial revenue bond hereinafter authorized and designated "Industrial Revenue Bond (Jeffco Offset Company Project)" upon a negotiated basis to Citizens Bank & Trust Company, Park Ridge, Illinois (the "Bank"); now, therefore,

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

Definitions.

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

"Acquisition and Installation Fund" means the City of Chicago, Illinois Acquisition and Installation Fund (Jeffco Offset Company Project) created in Section 5 hereof.

"Agreement" means the Loan Agreement dated as of September 1, 1984 by and between the Issuer and the Borrower, as from time to time amended and supplemented.

"Assignment" means the Assignment and Agreement dated as of September 1, 1984 by and between the Issuer and the Bank.

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

"Bank" means Citizens Bank & Trust Company, Park Ridge, Illinois and its successors and assigns.

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

"Bond Fund" means the City of Chicago, Illinois Bond Fund (Jeffco Offset Company Project) created in Section 7 hereof.

"Bond Ordinance" means this Ordinance.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of September 1, 1984 between the Issuer and the Bank.

"Building" means the buildings, located within the Issuer on the real estate described in Exhibit C thereof, in which the Project Equipment will be installed.

"Business Day" shall mean any day other than a Sunday or other day on which the Bank is authorized by law to close.

"Borrower" means Jeffco Offset Company, an Illinois corporation, and its successors and assigns.

"Code" means the Internal Revenue Code of 1954, as amended and supplemented, and the regulations promulgated thereunder.

"Collateral" shall mean and include:

(a) the Project Equipment;

(b) all documents of title, policies and certificates of insurance, or other documents or instruments evidencing or pertaining to the Project Equipment;

(c) any property in which the Borrower has granted the Bank a continuing security interest, which has been, is being or will be delivered, pledged, assigned or otherwise tendered to the Bank as security for payment of the Secured Obligations;

(d) any and all other property of every kind of description of the Borrower now or hereafter in the possession or control of the Bank, whether as collateral security or for any other purpose, including without limitation, all cash, deposits, securities, dividends, distributions, negotiable instruments and documents; and

(e) all books and records relating to the Collateral and all insurance policies insuring any of the Collateral.

In addition to the foregoing, Collateral shall include, but not be limited to, any claims to any items referred to in this definition, any claims of the Borrower against third parties for loss of, damage to, or destruction of, any or all of the foregoing or for proceeds payable under or unearned premiums with respect to policies of insurance in whatever form, including cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of

Chicago adopted by the City Council of the Issuer on February 10, 1982, as from time to time supplemented and amended.

"Guaranty" means the Guaranty Agreement dated as of September 1, 1984 to the Bank from the Guarantor.

"Guarantor" means Jeffrey A. Rappaport.

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

"Note" means the Promissory Note of the Borrower, dated as of the date of delivery issued pursuant to the Agreement.

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

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

"Ordinance" means this Ordinance.

"Person" means natural persons, partnerships, associations, corporations and public bodies.

"Prime Rate" shall mean the interest rate per annum established with or without notice from time to time by Citizens Bank and Trust Company at its principal office in Park Ridge, Illinois and identified by it as its prime rate.

"Project" means the acquisition and installation of the Project Equipment, as defined and described in the Agreement.

"Project Equipment" means those items of machinery and equipment generally described in Exhibit A of the Agreement, any and all parts, replacements, accessories, accessions and substitutes thereof any and all proceeds thereof including any of the foregoing now or hereafter located in or near the Building less such property as may be released from the Loan Agreement pursuant to Section 7.2 thereof, all as they may at any time exist.

"Secured Obligations" means (i) all amounts payable at any time and from time to time by the Borrower to the Issuer under the Agreement or the Note, (ii) all other amounts designated to be Secured Obligations under the provisions of the Agreement and (iii) any and all liabilities, obligations, indebtedness and contractural duties of every kind and nature of the Borrower or the Guarantor to the Bank, however, created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several heretofore, now or hereafter existing due or to become due and howsoever owned, held or acquired, whether existing or arising through discount, overdraft, purchase, direct loan, as collateral, by operation of law, or otherwise, including attorneys' and paralegals' fees in connection with perfecting the Bank's security interest and rights hereunder, advising the Bank, or drafting any documents at any time, which relate to the Secured Obligations or the Collateral Secured Obligations includes all of the liabilities, obligations and indebtedness or contractural duties of

partnership to the Bank created, arising, existing or assumed while the Borrower or the Guarantor may have been or may be a member of those partnerships.

"Security Agreement" means the Security Agreement-Equipment dated as of September 1, 1984 by and between the Issuer and the Borrower.

Authorization of the Project.

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

Authorization and Prepayment of Bond.

SECTION 3. That for the purpose of financing the cost of said Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bond (Jeffco Offset Company Project), in the principal sum of $1,000,000 dated as of the date of issuance, payable to the order of the Bank in one hundred twenty (120) consecutive monthly installments of principal commencing November 1, 1984 and on the first day of each month thereafter to and including October 1, 1994, with installments of principal being due on the first day of each month in the following amounts:

Year	Monthly Principal Payment
November 1, 1984 - October 1, 1985	$4,000
November 1, 1985 - October 1, 1986	4,167
November 1, 1986 - October 1, 1987	4,333
November 1, 1987 - October 1, 1988	4,583
November 1, 1988 - October 1, 1989	4,833
November 1, 1989 - October 1, 1990	5,083
November 1, 1990 - October 1, 1991	8,333
November 1, 1991 - October 1, 1992	12,500
November 1, 1992 - October 1, 1993	16,667
November 1, 1993 - October 1, 1994	18,833

and shall bear interest from the date of the Bond on the unpaid principal balance at the rate (based on the actual number of days elapsed in a year of 360 days), equal to 75% of the Prime Rate. Interest shall be payable on the first day of November, 1984 and on the first day of each month of each year thereafter, until said principal is paid in full.

After a Determination of Taxability in accordance with the provisions of Section 8.2 of the Agreement, the interest rate on the Bond shall increase to a rate per annum of the Prime Rate as determined from time to time plus one and one half percent (1 1/2%) (the "Taxable Rate") from the Effective Date of Taxability, as defined in the Agreement, until said principal is paid in full. Upon the occurrence of a Determination of Taxability the Borrower covenants that the Borrower shall immediately pay to the holder of the Bond the difference between interest at the Taxable Rate and the interest paid on the Note prior to the Determination of Taxability from the Effective Date of Taxability to the Determination of Taxability plus all penalties and interest assessed by the Internal Revenue Service against the holder of the Bond for failure to include interest in whole or in part on the Bond in the gross income of the holder. Thereafter interest on the Bond shall accrue and be paid at the Taxable Rate.

The Bond shall bear interest on any overdue principal at the rate per annum of three percent (3%) in excess of the Prime Rate, until paid, to the maximum extent permitted by law.

The principal installments of the Bond are subject to prepayment on October 1, 1987 or on any October 1 thereafter without penalty upon 180 days' prior written notice given by the Borrower on behalf of the Issuer to the holder thereof in whole or in part in the inverse order of their maturity at a prepayment price of par without premium plus accrued interest to the prepayment date. After a Determination of Taxability, as defined in the Agreement, the Issuer may prepay the Bond in whole without penalty upon 180 days' prior written notice given by the Borrower on behalf of the Issuer to the holder thereof.

All principal installments of the Bond or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

The principal installments of and interest on the Bond shall be payable to the order of the Bank or its assigns in lawful money of the United States of America in immediately available funds at the principal office of the Bank in Park Ridge, Illinois. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of each principal installment and interest then being paid and of interest theretofore paid and not yet noted thereon. No transfer shall be effective until noted on the registration blank appearing on the Bond and the transfer is noted upon thebooks of the Issuer kept for that purpose by the Bank and such transfer is in compliance with all provisions of Section 103(j) of the Code, and the regulations promulgated thereunder or proposed regulations published in the Federal Registrar. The Bank is hereby appointed as registrar for purposes of bond registration. The Bond is nontransferable by the Bank, except as a whole, provided however, the Bank may issue participations.

The Bond shall be signed by the Mayor and attested by the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto.

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by an assignment of and payable solely from the revenues and receipts derived from the Agreement, including without limitation the proceeds of the security interest granted thereunder (except that the Bond may be paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) the Collateral and the Guaranty and shall be a valid claim of the holder thereof only against (1) the Bond Fund and other moneys held by the Bank in connection with the Agreement and (2) the revenues and receipts derived from the Agreement, including without limitation the proceeds of the security interest granted thereunder and the Collateral and the Guaranty. The Bond and the obligation to pay interest thereon does not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against its or their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be payable solely from the revenues and receipts from the Agreement, including without limitation the proceeds of the security interest granted thereunder and the Collateral and the Guaranty.

Bond Form.

SECTION 4. That the Bond and the Payment Record which is Schedule A thereto shall be in substantially the following form:

THIS BOND MAY BE TRANSFERRED
ONLY AS A WHOLE

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

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

Industrial Revenue Bond
(Jeffco Offset Company Project)

$1,000,000

The City of Chicago, Illinois, a unit of local government and a body politic and corporate organized and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received promises to pay, solely and only from the source and as hereinafter provided, to the order of Citizens Bank & Trust Company, Park Ridge, Illinois (the "Bank"), or its assigns, the principal sum of: One Million Dollars ($1,000,000) plus

interest as hereinafter provided payable in one hundred twenty (120) consecutive monthly installments of principal commencing November 1, 1984 and on the first day of each month thereafter to and including October 1, 1994 with installments of principal being due on the first day of each month in the following amounts:

Year	*Monthly Principal Payment*
November 1, 1984 - October 1, 1985	$4,000
November 1, 1985 - October 1, 1986	4,167
November 1, 1986 - October 1, 1987	4,333
November 1, 1987 - October 1, 1988	4,583
November 1, 1988 - October 1, 1989	4,833
November 1, 1989 - October 1, 1990	5,083
November 1, 1990 - October 1, 1991	8,333
November 1, 1991 - October 1, 1992	12,500
November 1, 1992 - October 1, 1993	16,667
November 1, 1993 - October 1, 1994	18,833

The Bond shall bear interest from the date hereof on the unpaid principal balance at the rate (based on the actual number of days elapsed in a year of 360 days), equal to 75% of the interest rate per annum established with or without notice from time to time by Citizens Bank & Trust Company at its principal Office in Park Ridge, Illinois, as its prime rate (the "Prime Rate"). Interest shall be payable on the first day of November, 1984 and on the first day of each month of each year thereafter, until said principal is paid in full. This Bond shall bear interest on any overdue principal and interest at the rate per annum of three percent (3%) in excess of the Prime Rate until paid. Both principal and interest on this Bond shall be payable in immediately available funds at the principal office of the Bank.

After a Determination of Taxability (in accordance with the provisions of Section 8.2 of the hereinafter described Loan Agreement), the interest rate on this Bond shall increase to a rate per annum of the Prime Rate as determined from time to time plus one and one half percent (1 1/2%) (the "Taxable Rate") from the Effective Date of Taxability (as defined in said Loan Agreement), until said principal is paid in full. Upon the occurrence of a Determination of Taxability the Borrower covenants that the Borrower shall immediately pay to the holder of the Bond the difference between interest at the Taxable Rate and the interest paid on the Note prior to the Determination of Taxability from the Effective Date of Taxability to the Determination of Taxability plus all penalties and interest assessed by the Internal Revenue Service against the holder of the Bond for failure to include interest in whole or in part on the Bond in the gross income of the holder. Thereafter interest on the Bond shall accrue and be paid at the Taxable Rate.

If any payment on the Bond shall be specified to be made upon a day which is not a Business Day (as hereinafter defined), it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing interest in connection with such payment. The term "Business Day" as used herein means any day other than a Sunday or other day upon which the Bank is authorized to close.

Payments of principal and interest, including prepayments of principal installments, shall, be noted on the "Payment Record - Schedule A" made a part of this Bond as provided in the Ordinance hereinafter identified pursuant to which this Bond is issued, provided, however, that the failure of the holder to make such notations shall not affect the validity of the Issuer's obligation to make payments of principal and interest on this Bond.

This Bond is issued in the principal sum of $1,000,000 pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the Issuer on February 10, 1982, as from time to time amended and supplemented (the "Enabling Ordinance") and to an Ordinance duly adopted by the governing body of the Issuer on _____, 1984 (the "Bond Ordinance")for the purpose of providing funds to finance the cost of acquisition and installation of Project Equipment as defined and described in the Loan Agreement (the "Project) dated as of September 1, 1984 (the "Agreement") by and between the Issuer and Jeffco Offset Company, an Illinois corporation (the "Borrower") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry within the City of Chicago, Illinois. The proceeds of this Bond will be used by the Issuer to pay or reimburse the Borrower for the costs of the Project under the terms of the Agreement.

This Bond is secured by a pledge and assignment of revenues and receipts derived by the Issuer pursuant to the Agreement and the accompanying Note and an assignment of the Issuer's security interest in the Collateral (as defined in the Agreement), and in the Security Agreement-Equipment dated as of September 1, 1984 between the Issuer and the Borrower, as more fully described in the Bond Ordinance, to all of the provisions of which the holder hereof by the acceptance of this Bond assents. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the holder of this Bond, and the terms on which this Bond is or may be issued.

Upon at least 180 days' prior written notice given by the Borrower on behalf of the Issuer to the holder hereof the principal installments of this Bond are subject to prepayment on October 1, 1987 or on any October 1 thereafter, without premium, in whole or in part in the inverse order of their maturity at a prepayment price of par plus accrued interest to the prepayment date, as provided in the Bond Ordinance. After a Determination of Taxability, as defined in the Loan Agreement, the Issuer may prepay this Bond in whole without penalty upon 180 days' prior written notice given by the Borrower on behalf of the Issuer to the holder hereof.

All principal installments of this Bond or any portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at that time at the place of payment.

This Bond is issued pursuant to and in full compliance with the Constitution of the State of Illinois, and the Enabling Ordinance. This Bond and the obligation to pay interest hereon and other payments hereunder are limited obligations of the Issuer, secured by an

assignment and payable solely out of the revenues and receipts derived by the Issuer from the Agreement, including without limitation the proceeds of the security interest granted thereunder, and otherwise as provided in the Bond Ordinance and Agreement

This Bond and the obligation to pay interest hereon and other payments hereunder shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their credit or taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois, but shall be secured by an assignment and payable solely from the revenues and receipts derived by the Issuer from the Agreement, including without limitation the proceeds of the security interest granted thereby and the Collateral and the Guaranty. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of and interest on this Bond and other payments hereunder are to be paid by the Borrower to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund (Jeffco Offset Company Project)," and all revenues and receipts under the Agreement and the security interest created thereby have been duly pledged and assigned to the Bank for that purpose, under the Bond Ordinance to secure payment of such principal installments and interest.

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

This Bond shall be fully registered as to both principal and interest in the name of the holder in accordance with the Bond Ordinance, after which it shall be transferable only upon presentation to the Bank as Registrar with a written transfer duly acknowledged by the register holder or his attorney, and such transfer shall not be effective until it is noted upon this Bond and upon the books of the Issuer kept for that purpose by the Bank and is in compliance with all provisions of Section 103(j) of the Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder or proposed regulations published in the Federal Register. The Bank has been appointed as Registrar for purposes of bond registration.

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

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

In Witness Whereof, the City of Chicago, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor and attested by its City Clerk and the corporate seal of said Issuer to be affixed hereto, this _____ day of _____, 1984.

[Signatures omitted for printing purposes.]

Provisions For Registration

The Bond shall be registered on the books of the City of Chicago, Illinois kept for the purpose by Citizens Bank & Trust Company, Park Ridge, Illinois, as Bond Registrar. The principal and interest and other payments of this Bond shall be payable only to or upon the order of the registered holder or his legal representative.

Registration

Date of Registration	Name of Registered Owner	Signature of Registrar
	Citizens Bank & Trust Company One South Northwest Highway Park Ridge, Illinois 60068	

Custody And Application Of Proceeds Of Bond: Acquisition And Installation Fund

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depositary for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Illinois Acquisition and Installation Fund (Jeffco Offset Company Project)". The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Acquisition and Installation Fund which shall be held in a separate account by the depositary. Moneys in the Acquisition and Installation Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 4.2 thereof.

The Bank, as depositary, shall keep and maintain adequate records pertaining to the Acquisition and Installation Fund and all disbursements therefrom.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Authorized Borrower Representative required by Section 4.3 of the Agreement. Any moneys thereafter remaining in the Acquisition and Installation Fund shall be applied in accordance with Section 4.2 of the Agreement.

Payment Of Amounts Under The Agreement

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance the acquisition and installation of the Project Equipment under and pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

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

Said Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and of the Note, are to be sufficient to pay the principal installments of and interest and other amounts on the Bond hereby authorized and are hereby pledged and ordered paid into the Bond Fund. The Agreement provides that the Borrower shall remit the required payments thereunder directly to the Bank for the account of the Issuer for deposit in said Bond Fund and such provision is hereby expressly approved.

Revenues: Bond Fund

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement, including without limitation the proceeds of the security interest granted thereunder, the Guaranty and the Collateral as provided herein.

There is hereby created by the Issuer and ordered established with the Bank, as depositary, a special fund to be designated "City of Chicago, Illinois Bond Fund (Jeffco Offset Company Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used to pay the principal installments of and the interest on the Bond and all other amounts due under the Agreement. The Bank is hereby designated Bond Registrar for the purposes of maintaining the registration books for the Bond as set forth in the form of Bond.

There shall be deposited into the Bond Fund, as and when received, (a) a sum equal to the accrued interest paid by the purchaser of the Bond, if any; (b) any amount remaining in the Acquisition and Installation Fund to the extent provided in Section 4.2 of the Agreement; (c) all prepayments specified in Section 5.2 of the Agreement; (d) all loan payments and other amounts paid by the Borrower pursuant to Section 5.1 of the Agreement; and (e) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal of and interest and other amounts on the Bond.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank and with the holders of the Bond to the end of fully protecting the rights and security of such holders. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement, including the proceeds of the security interest granted thereunder the Collateral and the Guaranty.

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of and interest and other amounts on the Bond (or provision for payment thereof as provided in this Bond Ordinance), all other amounts due to the Bank pursuant to this Ordinance, the Agreement, the Assignment and the Bond Purchase Agreement, and the charges and expenses of the Bank, shall be paid to the Borrower upon the expiration or sooner termination of Agreement as provided herein and in Section 10.6 of the Agreement.

Notwithstanding anything herein to the contrary, reference to the Bond Fund shall not preclude direct payment of funds to the Bank for direct application for the purposes for which payments are made.

Assignment And Grant Of Security Interest

SECTION 8. As security for the due and punctual payment of the principal installments of and interest on the Bond hereby authorized and all other amounts due to the Bank from the Issuer pursuant to this Bond Ordinance, the Bond, the Assignment, the Security Agreement and the Bond Purchase Agreement, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Security Agreement and the Agreement including the Note, including without limitation the proceeds of the security interest granted thereunder (except any payment made pursuant to Section 8.1 of the Agreement relating to indemnification of the Issuer by the Borrower) and all rights and remedies of the Issuer under the Agreement to enforce payment thereof, and as evidence of such assignment and pledge and of the agreement of the Bank to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, with the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

Investments; Arbitrage

SECTION 9. Any moneys held as part of the Acquisition and Installation Fund created pursuant to Section 5 hereof, may be invested or reinvested at the direction of the Authorized Borrower Representative, in accordance with the provisions of Section 4.6 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the Acquisition and Installation Fund, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Borrower as provided in the Agreement.

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

With respect to Section 103(c) of the Code, the Borrower has made certain certifications and representations to the Issuer in Section 4.7 of the Agreement, which certifications and representations by this reference are incorporated herein and made a part hereof, and the Governing Body of the Issuer, acting in reliance on such certifications and representations, adopts and ratifies such certifications and representations and hereby covenants with the purchaser and the holders of the Bond that so long as any principal installment of or any interest on the Bond remains unpaid, the Governing Body of the Issuer will not take or authorize the taking of any action which would cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any regulations proposed thereunder, including Section 1.103-13 and Section 1.103-14 of the Income Tax

Regulations (26 CFR Part 1) as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. For purposes of certifying as to matters of arbitrage, the Mayor is hereby designated an officer responsible for issuing the Bond.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured by an assignment and payable solely out of the revenues and receipts derived by the Issuer from the Agreement, including without limitation the proceeds of the security interest granted thereunder, and otherwise as provided herein and in the Agreement. The Bond and the obligation to pay interest thereon and other amounts shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general credit or taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Ordinance, in the Bond and in all proceedings of its governing body pertaining thereto.

The Issuer covenants that it will execute, acknowlege and deliver such instruments, financing statements and other documents as the owners of the Bond or the Bank may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the rights of the Issuer in and to the revenues, receipts and security interest hereby assigned and pledged to the payment of the principal installments of and the interest on the Bond and other amounts due. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement, or of its rights, including its security interest, under the Agreement.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the revenues and receipts derived from the Agreement shall at all reasonable times be open to inspection by the owners of the Bond or such accountants or other agents as such holders may from time to time designate.

Events of Default and Remedies

SECTION 11. Each of the following events are hereby defined as and declared to be and to constitute an "event of default" or a "default":

(a) Default in the payment of any interest on the Bond or of any principal installment of the Bond on which the payment was due (whether at stated maturity, by reason of acceleration or otherwise).

(b) Any event of default under Section 9.1 of the Agreement, shall have occurred.

Upon the occurrence of an event of default the Bank may declare the entire remaining principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Borrower immediately shall become due and payable as provided in Section 9.2 of the Agreement.

Upon the occurrence of an event of default, the Bank may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments of and interest on the Bond, including without limitation enforcement of the security interest under the Agreement and the rights and remedies under the Guaranty and Collateral, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

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

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

Nothing contained in this Ordinance shall obligate the Bank to exercise any rights or remedies against the Project Equipment, the Guaranty or the Collateral.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article IX of the Agreement (after payments of the costs and expenses including reasonable attorney's fees of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer, the Bank or the holders of the Bond) and all moneys in the Acquisition and Installation Fund at the time of the occurrence of an event of default shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal installments and interest then due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine. The Bank shall give such notice, if any, as it may deem appropriate of the deposit with it of any such moneys, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Bank for appropriate endorsement or for cancellation if fully paid.

Whenever all principal installments and interest on the Bond have been paid under the provisions of this Section and all expenses of the Bank and the Issuer have been paid and all other amounts due to the Bank pursuant to the Agreement, the Assignment, the Bond Purchase Agreement and this Bond Ordinance have been paid, any balance remaining in the Bond Fund shall be paid to the Borrower.

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

Sale of The Bond; Execution of Documents

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of $1,000,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement and such Bond Purchase Agreement itself, in substantially the form which has been presented to the Issuer and which is now on file in the official records of the Issuer, are hereby approved by the governing body of the Issuer and are in all respects authorized, approved and confirmed.

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

(b) The Agreement and the Assignment each in substantially the form in which it has been presented to the governing body of the Issuer and which is now on file in the official records of the Issuer, is hereby approved by such governing body and in all respects authorized, approved and confirmed.

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

Performance Provisions

SECTION 13. The Mayor and City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Bond Ordinance, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Bond Ordinance. The Mayor and City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Bond Ordinance or to evidence said authority, including without limitation the signing of IRS Form 8038 and the filing thereof as therein required, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under this Bond Ordinance, the Bond, the Agreement, the Security Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the issuer thereunder.

Notices

SECTION 14. It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by registered or certified mail, postage prepaid, return receipt requested, addressed to the Issuer at City of Chicago, 121 North LaSalle

Street, Chicago, Illinois 60602 with a copy to the City Comptroller, City Hall, Room 501, or to such other address as the Issuer may from time to time file with the Bank and the Borrower. It shall be sufficient service of any notice or other paper on the Borrower if the same shall be duly mailed to the Borrower by registered or certified mail, postage prepaid, return receipt requested, addressed to the Borrower at 2411 South Wallace Street, Chicago, Illinois 60616, Attention: President, or to such other address as the Borrower may from time to time file with the Issuer and the Bank. It shall be sufficient service of any notice or other paper on the Bank if the same shall be duly mailed to the Bank by registered or certified mail, postage prepaid, return receipt requested, addressed to the Bank at One South Northwest Highway, Park Ridge, Illinois 60068, Attention: Commercial Loan Department, or to such other address as the Bank may from time to time file with the Issuer and the Borrower.

Approval

SECTION 15. Approval is hereby granted of the issuance of the Bond pursuant to Section 103(k) of the Internal Revenue Code of 1954, as amended.

Bond Ordinance a Contract: Provisions for Modifications, Alterations and Amendments

SECTION 16. The provisions of this Bond Ordinance shall constitute a contract between the Issuer and the holder or holders of the Bond hereby authorized; and after the issuance of the Bond no modification, alteration, amendment or supplement to the provisions of this Bond Ordinance shall be made in any manner except with the prior written consent of the holder or holders of the Bond until such time as all principal installments of and interest on the Bond *shall have been paid in full.*

Satisfaction and Discharge

SECTION 17. All rights and obligations of the Issuer and the Borrower under the Agreement, the Assignment, the Bond, the Security Agreement, the Bond Purchase Agreement and this Bond Ordinance shall terminate and such instruments shall cease to be of further effect, upon payment in full by the Borrower of all sums due hereunder including any amounts due under Section 8.2 of the Agreement.

Severability

SECTION 18. If any section, paragraph, clause or provision of this Bond Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions

SECTION 19. The captions or headings of this Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Bond Ordinance.

Provisions in Conflict Repealed

SECTION 20. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Bond Ordinance are, to the extent of such conflict, hereby repealed, and this Bond Ordinance shall be in full force and effect from and after its passage.

[Memorandum of Agreement, Loan Agreement, Bond Purchase Agreement, and Assignment and Agreement omitted for printing purposes but on file and available for public inspection in Office of the City] Clerk.]

AUTHORITY GRANTED FOR LEVY OF TAXES IN SPECIAL SERVICE AREA NUMBER 1 FOR YEAR 1985.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the levy of taxes in Special Service Area Number 1, for the fiscal year 1985, in the amount of $432,564.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on July 7, 1977, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, ¢1301, et seq.), in and for that part of the City of Chicago which is within the area bounded by Wacker Drive on the north, Congress Street on the south and fronting on State Street on both east and west sides, for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number One", in addition to authorizing the issuance of certain bonds, authorized the levy of annual taxes on all taxable property within said Area for the payment of the cost of furnishing special maintenance services in and for said Area, provided that such special annual tax shall be limited in amount so that the total of such annual maintenance tax will not exceed the lesser of one-quarter of one percent (1/4 of 1%) of the equalized assessed valuation of taxable property within said area

or an amount equal to forty percent (40%) of the sum budgeted for expenditures for the calendar year after deducting miscellaneous income; that the ordinance creating such Special Service Area Number One provided for the appointment of the State Street Mall Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special maintenance taxes to be levied against property within such special service area; that the State Street Mall Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number One for the fiscal year commencing January 1, 1985, and has further advised the Mayor and the City Council concerning the annual special maintenance taxes necessary to be levied in said Special Service Area Number One for the tax year 1984 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number One which said special services are unique to said Area and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

For the Fiscal Year Beginning January 1, 1985 and Ending December 31, 1985

Expenditures

For Personal Services, Contractual Services, and Commodities related to the operation and maintenance of the State Street Mall (DSS Budget):

- Bureau of Street Operations	$1,070,097	
- Bureau of Forestry	70,000	
- Bureau of Electricity	75,000	
- Contingencies	50,000	
		$1,265,097

Other charges and Capital Outlay related to the operation and maintenance of the State Street Mall, (DSS budget):

- Department of Sewers	$15,000	
- Department of Public Works	160,000	
		$175,000

For personal services, contractual services and commodities related to the operation of the State Street Mall, (DPW Budget):

- Promotion and amenities	$97,500
For loss of tax in the process of collection (1%)	4,326
TOTAL	$1,541,923

Source of Funds

Tax Levy		$432,564
City Share of expense of maintenance and operation of the State Street Mall		1,109,359
	TOTAL	$1,541,923

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Section 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to area within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, §1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on July 7, 1977, establishing the "City of Chicago Special Service Area Number One," the sum of $432,564 as a special tax for the tax year 1984 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number One.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September, 1984, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1984 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number One, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed the lesser of one-fourth of one percent (1/4 of 1%) of the total equalized assessed valuation of all taxable property within said Special Service Area Number One or an amount equal to forty percent (40%) of the amount herein budgeted and appropriated for expenditures for the fiscal year commencing January 1, 1985, after deducting from such appropriations all items of miscellaneous income estimated to be received during such fiscal year.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR AMENDMENT TO SPECIAL SERVICE AREA NUMBER 2 CONCERNING CHAIRMAN OF THE COMMISSION.

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

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

WHEREAS, The Special Service Area Number Two Commission wishes to add more continuity to their Commission by amending their creation ordinance; and

WHEREAS, The said Commission wishes that their chairperson be allowed to serve three consecutive one-year terms; now, therefore,

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

SECTION 1. Ordinance dated June 30, 1982 for the Creation of Special Service Area Two is hereby amended by inserting the language in italics and deleting the language bracketed as follows:

SECTION 3. There is hereby established the Belmont-Central Parking Commission, consisting of seven members whose terms shall be for a period of five years or until a successor shall have been appointed and qualified. Five members of the Commission shall be appointed by the Mayor, with the approval of the City Council, from owners or lessees of property lying within the City of Chicago Special Service Area Number Two, nominated by the Belmont-Central Chamber of Commerce. Two members of the Commission shall be the Commissioner of the Department of Economic Development and the Commissioner of Streets and Sanitation or their designees.

One member shall be designated by the Mayor as the chairman of the Commission and he shall serve for no more than [two] *three* consecutive one- year terms. The members of the Commission shall serve without compensation.

SECTION 2. This ordinance shall take effect upon passage.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

AUTHORITY GRANTED FOR LEVY OF TAXES IN SPECIAL SERVICE AREA NUMBER 2 FOR YEAR 1985.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the levy of taxes in Special Service Area Number 2, for the fiscal year 1985, in the amount of $67,708.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on June 30, 1982, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non- home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, ¢1301, *et seq.)*, in and for that part of the City of Chicago which is within the area bounded by Henderson Street on the North, George Street on the South and fronting on Central Avenue on both East and West sides, and Long Avenue on the East, Austin Avenue on the West and fronting on Belmont Avenue on both North and South sides for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Two"; that the ordinance creating such Special Service Area Number Two authorized the levy of annual taxes on all taxable property within said Area for the payment of the cost of furnishing maintenance, operation and upkeep of an automobile parking facility located at 3140 North Central Avenue, provided that such special annual tax shall be limited in amount so that the total of such annual maintenance tax will not exceed an annual rate of 1.5% of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area Number Two provided for the appointment of the Belmont-Central Parking Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special maintenance taxes to be levied against property within such special service area; that the Belmont-Central Parking Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Two for the fiscal year commencing January 1, 1985 and has further advised the Mayor and the City Council concerning the annual special maintenance taxes necessary to be levied in said Special Service Area Number Two for the tax year 1984 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special

Service Area Number Two which said special services are unique to said Area and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

For the Fiscal Year Beginning January 1, 1985 and Ending December 31, 1985

Expenditures

Payroll Expense		
Wages		$12,300
Payroll Taxes		1,397
Insurance		343
	Total Payroll Expense	$14,040
Occupancy Expense		
Utilities		$8,697
Maintenance		2,819
	Total Occupancy Expense	$11,516
Administrative Expense		
Snow plowing		$3,696
Accounting		1,234
Advertising		1,514
Cleaning		1,025
Insurance		6,000
Office Expense		600
Security Services		20,400
Supplies		772
Other Administrative		101
License Fees		1,140
	Total Administrative	$36,482
Reserve-Major Maintenance		$5,000
	Total Operating Expense	$67,038
	For Loss of Tax In Collection- 1%	670
	Total Operating Expense	$67,708

Source of Funds

Tax Levy	$67,708

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Section 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, §1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on June 30, 1982, establishing the "City of Chicago Special Service Area Number Two," the sum of ($67,708) as a special tax for the tax year 1984 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Two.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September, 1984, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1984 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Two, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of 1.5% of the assessed value, as equalized, of the real property with the Special Service Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR LEVY OF TAXES IN SPECIAL SERVICE AREA NUMBER 3 FOR YEAR 1985.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the levy of taxes in Special Service Area Number 3, for the fiscal year 1985, in the amount of $170,000.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120 Section 1301, *et seq.*), in and for that part of the City of Chicago wholly or partially fronting on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st to 64th Streets for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Three"; that the ordinance creating such Special Service Area Number Three authorized the levy of annual taxes on all taxable property within said Area to provide special services to that area in addition to services provided by and to the City of Chicago generally, said special services including but not limited to recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development, provided that such special annual tax shall be limited in amount so that the total of such annual maintenance tax will not exceed an annual rate of 1.25% of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area Number Three provided for the appointment of the Chicago Southwest Business Growth Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special tax to be levied against property within such special service area; that the Chicago Southwest Business Growth Area Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Three for the fiscal year commencing January 1, 1985 and has further advised the Mayor and the City Council concerning the annual special tax necessary to be levied in said Special Service Area Number Three for the tax year 1984 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purpose necessary to provide the special services in and for Special Service Area Number Three, which said special services are unique to said Area and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

For The Fiscal Year Beginning January 1, 1985 And Ending December 31, 1985

Expenditures

Personnel:

Executive Director	$9,548.00
Salary Related Expenses	1,725.00

Business Services Coordinator	17,695.00	
Salary Related Expenses	2,939.00	
Office Manager/Receptionist	6,287.00	
Salary Related Expenses	648.00	
Clerical/Bookkeeper	7,840.00	
Salary Related Expenses	1,688.00	
Total Personnel	$48,370.00	$48,370,000
Other:		
Rent	$4,500.00	
Utilities	2,000.00	
Protection & Maintenance	950.00	
Telephone	4,050.00	
Insurance	400.00	
Postage	2,050.00	
Supplies	1,350.00	
Printing	6,270.00	
Travel	1,000.00	
Public Relations	350.00	
Dues & Subscriptions	3,100.00	
Legal Fees	700.00	
Audit Fees	1,000.00	
Equipment Purchase & Repair	500.00	
Miscellaneous	700.00	
Volunteer Service	130.00	
Consulting & Professional Fees	300.00	
Seminars	100.00	
CDC Wiring Fees	180.00	
Total Other	$29,630.00	$29,630.00
Total Projected Expenses		$78,000.00
New Business Promotion Recruitment and Management Activities:		$72,000.00
Contingency:		$20,000.00
Total Projected of Annual Cost, Year II	$170,000.00	

Source of Funds

Tax Levy	$170,000.00

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Section 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to area within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, Section 1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on October 31, 1983 establishing the "City of Chicago Special Service Area Number Three," the sum of ($170,000.00) as a special tax for the tax year 1984 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Three.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1984 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Three, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of 1.25% of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR LEVY OF TAXES IN SPECIAL SERVICE AREA NUMBER 4 FOR YEAR 1985.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing the levy of taxes in Special Service Area Number 4, for the fiscal year 1985, in the amount of $50,000.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on November 28, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), in and for that part of the City of Chicago which is within the area bounded by Western Avenue on the West, Ashland Avenue on the East and fronting on 95th Street on both North and South sides for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Four"; that the ordinance

creating such Special Service Area Number Four authorized the levy of annual taxes on all taxable property within said area for the payment of the cost of furnishing special services to that area in addition to services provided by and to the City of Chicago, generally. Said special services may include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote economic development, provided that such special annual tax shall be limited in amount so that the total of such annual tax will not exceed an annual rate of 2% of the assessed value, as equalized, of the real property within the Special Service Area; that the ordinance creating such Special Service Area Number Four provided for the appointment of the 95th Street Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within such special service area; that the 95th Street Special Service Area Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Four for the fiscal year commencing January 1, 1985 and has further advised the Mayor and the City Council concerning the annual special taxes necessary to be levied in said Special Service Area Number Four for the tax year 1984 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purpose necessary to provide the special services in and for Special Service Area Number Four, which said special services are unique to said area and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

For the Fiscal Year Beginning January 1, 1985 and Ending December 31, 1985

Expenditures

Executive Director	$25,000
Administrative Expenses/Office, etc.	5,000
Insurance	2,000
Snowplowing/Maintenance	8,000
Security	5,000
Seasonal Decorations/Promotions	5,000
	$50,000*

*This budget translates to a levy of .9% of each parcel's equalized assessed valuation.

Source of Funds

Tax Levy	$50,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Section 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, Section 1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on November 28, 1983 establishing the "City of Chicago Special Service Area Number Four," the sum of ($50,000) as a special tax for the tax year 1984 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Four.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1984 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Four, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of 2% of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR AMENDMENT TO SPECIAL SERVICE AREA NUMBER 5, CONCERNING TERM OF EXISTENCE.

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

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

SECTION 1. The ordinance of the City Council of the City of Chicago passed October 31, 1983, (C.J.P. pp. 2743-2777) is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

* * * * *

SECTION 4. The Special Service Area will exist and annual taxes will be levied to provide for said special service only for a period of [five] *ten* years from the effective date of establishment unless the City Council authorizes an additional term for the Special Service Area.

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

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

AUTHORITY GRANTED FOR LEVY OF TAXES IN SPECIAL SERVICE AREA NUMBER 5 FOR YEAR 1985.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the levy of taxes in Special Service Area Number 5, for the fiscal year 1985, in the amount of $218,900.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120 Section 1301, *et seq.*), in and for that part of the City of Chicago in the area fronting wholly or in part on South Commericial Avenue, from 87th Street to South Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston Avenue for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Five"; that the ordinance creating such Special Service Area Number Five authorized the levy of annual taxes on all taxable property within said Area to provide special services to that area in addition to services provided by and to the City of Chicago generally; said

special services will include vaulted sidewalk reconstruction and maintenance to the public way to include snow removal and sidewalk sweeping, and may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordination of promotional and advertising activities, and other technical assistance activities to promote commercial and economic development; provided that such special annual tax shall be limited in amount so that the total of such annual tax will not exceed an annual rate of 3.0% of the assessed value, as equalized, of the real property within the special service area; that the ordinance creating such Special Service Area Number Five provided for the appointment of the Commercial Avenue Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special taxes to be levied against property within such special service area; that the Commercial Avenue Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number Five for the fiscal year commencing January 1, 1985, and has further advised the Mayor and the City Council concerning the annual special taxes necessary to be levied in said Special Service Area Number Five for the tax year 1984 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number Five, which said special services are unique to said Area and are in addition to municipal services provided to the City as a whole. The estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area are indicated as follows:

For the Fiscal Year Beginning January 1, 1985 and Ending December 31, 1985

Expenditures

Principal and interest on $1,048,225 calculated @10.4% (80% of the prime interest rate of 13%) for ten years	$170,000
Reserve (10% of debt service)	17,000
Maintenance Sidewalk snow removal Sidewalk sweeping	10,000
Engineering consulting	10,000
Insurance	1,000
Legal	500
Accounting	500

Promotion/revitalization activities		8,900
Supplies and Postage		1,000
	Total	$218,900
	Source of Funds	
Tax Levy		$218,900

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6 (a) and 6 (1) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on October 31, 1983 establishing the "City of Chicago Special Service Area Number Five," the sum of ($218,900) as a special tax for the tax year 1984 against all taxable property situated within the part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number Five.

SECTION 4. Filing. That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the tax year 1984 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number Five, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed an annual rate of 3.0% of the assessed value, as equalized, of the real property within the Special Service Area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORITY GRANTED FOR EXECUTION OF REVOLVING LOAN FUND AGREEMENT BETWEEN CITY AND ORLY'S STRIKES AGAIN, INC.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Revolving Loan Fund Agreement between the City of Chicago and Orly's Strikes Again, Inc.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago ("Council") authorized the submission of an application for an Urban Development Action Grant ("UDAG") to the United States Department of Housing and Urban Development ("HUD") on December 29, 1982; and

WHEREAS, The City of Chicago ("City") was granted said UDAG, Grant Number B-83-AA-17-0125, which provided for a $150,000 loan to Orly's Strikes Again, Inc., an Illinois corporation, ("Restaurant"); and

WHEREAS, The City Council authorized the execution of said UDAG agreement between the City and HUD on August 10, 1983; and

WHEREAS, HUD and the City have not completed negotiations concerning the timing of the environmental release, which is a requirement for HUD releasing UDAG funds; and

WHEREAS, In the interim, Restaurant has requested that the City lend, from the City's Revolving Loan Fund, $150,000 for business expansion and $50,000 for working capital totaling $200,000; and

WHEREAS, Restaurant has agreed to pay $150,000 to the City, as soon as a settlement or agreement is reached between HUD and City, concerning the release of the UDAG funds; and

WHEREAS, Restaurant business expansion will provide some 62 new jobs to the near south communities and provide business growth to the said area; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning ("Commissioner") is authorized to enter into and execute a Revolving Loan Fund Agreement between the City and Restaurant, substantially in the form attached hereto as Exhibit A.

SECTION 2. At such time as HUD and City settle their negotiations concerning the release of UDAG funds, the Commissioner is authorized to enter into and execute a Redevelopment Agreement between the City and Restaurant, substantially in the form attached hereto as Exhibit B.

SECTION 3. This ordinance becomes effective upon passage.

[Exhibits A and B printed on pages 9187 thru 9203 of this Journal.]

REVOLVING LOAN FUND AGREEMENT

THIS AGREEMENT made this the ____ day of _____, 198_, among the City of Chicago, by and through its Department of Planning (hereinafter referred to as "Planning" or "Lender"), having its offices at 121 North LaSalle Street, Chicago, Illinois, Orly's Strikes Again, Inc. (hereinafter referred to as "Orly's" or "Borrower"), having its offices at 600 South Dearborn Street, Chicago, Illinois, and David Shopiro, personally and solely in his capacity as guarantor ("Guarantor"), 5300 South Lake Shore Drive, Apartment 92, Chicago, Illinois.

W I T N E S S E T H

WHEREAS, Planning has as one of its primary purposes the creation of additional employment opportunities in the City of Chicago through the attraction of commercial development in the City; and

WHEREAS, the United States Department of Housing and Urban Development has approved an Urban Development Action Grant application numbered B-83-AA-17-0152 ("Grant Funds"), which application and subsequent Loan/Redevelopment Agreement has been approved by the City Council of the City of Chicago; and

WHEREAS, to date, said Grant Funds have not been released by the U.S. Department of Housing and Urban Development, and it is desirous to assure that Orly's continues to operate and provide new employment opportunities in the City of Chicago until such time as the Grant Funds are available; and

WHEREAS, through the provision of Urban Development Action Grant loans to various developments, Planning has recaptured, on behalf of the City of Chicago, previously approved loan funds, which have been deposited in an Economic Development/Urban Development Action Grant Revolving Loan Fund ("UDAG RLF"); and

WHEREAS, in response to the said delay in the provision of the Grant Funds, Orly's has applied for funds under the UDAG RLF in the amount of $200,000.00; and

WHEREAS, it is understood and agreed to by the parties that said utilization of application for UDAG RLF funds is a temporary measure only and shall be replaced by Grant Funds when the City of Chicago is issued a final funding approval by the U.S. Department of Housing and Urban Development; and

WHEREAS, at the soonest date that Grant Funds are available said Grant Funds shall be used to replace and repay any UDAG RLF dollars then outstanding to Orly's to the maximum extent that Grant Funds are available and to the extent authorized under the Grant Agreement;

NOW THEREFORE, in consideration of the promises set forth herein, Borrower agrees to borrow from Lender, and Lender agrees to lend monies to Borrower, under the following terms and conditions of this Agreement.

SECTION I. GENERAL DEFINITION OF TERMS

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

(a) "Obligations" shall mean all national, federal, state, county, city, municipal, and/or other governmental (or instrumentality, division, agency, body, or department thereof including without limitation the Department of Planning of the City of Chicago) taxes, levies, assessments, charges, liens, claims, or encumbrances upon or relating to "the Collateral" (hereinafter defined), Borrower's liablilities, Borrower's business, Borrower's ownership, and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

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

Except as otherwise defined in this Agreement, all words, terms and/or phases used herein shall be defined by applicable definition provided in the Uniform Commercial Code as adopted in the State of Illinois.

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

3. This Agreement and the Other Agreements may not be altered, modified or amended except by an agreement in writing signed by the Borrower and Lender. Borrower may not sell, assign or transfer this Agreement (or any of the Collateral securing the obligations hereunder) or Other Agreements or any portion thereof, including without limitation Borrower's rights, titles, remedies, interests, powers of attorney, and/or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, of the Other Agreements, or any portion thereof, including without limitation Lender's rights, titles, interest, remedies, powers and/or duties.

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

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

6. The provisions of the Other Agreements are incorporated in this Agreement by specific reference. To the extent that provisions contained in the Other Agreements are in conflict with this Agreement, this Agreement shall prevail.

SECTION II LOAN

1. The UDAG RLF loan shall be made upon the following terms and conditions:

(a) The principal amount of the loan shall be $200,000.00.

(b) The purpose of the loan shall be for the funding of business development and expansion of Orly's only until that time that Grant Funds replace said UDAG RLF, if and when and to the maximum extent that such occurs.

(c) Indebtedness shall be represented by one Note.

(d) Interest on the Note shall be 6 percent per annum.

(e) Payment of principal and interest on the Note shall be as follows:

(i) Interest shall accrue on all outstanding principal and shall be tacked on to the principal balance to form a new principal balance at the end of a period of twelve months. No payment of principal shall be due during this period and interest shall be accrued in the above manner.

(ii) The new principal balance will be amortized on a nineteen year amortization schedule at a rate of 6 percent per annum, and shall be paid in monthly periodic payments until paid in full.

(iii) Payments of principal and interest shall commence on the first day of the thirteenth month and said payments shall continue to be due and payable on the first day of each succeeding month until all principal and accrued interest is paid in full.

(f) For each dollar of Grant Funds released to the City of Chicago for the benefit of Orly's, this loan shall be prepaid one dollar and said prepayment shall be mandatory to the maximum dollar amount of Grant Funds released. In the event that Grant Funds are not able to fully prepay this loan then at that time the principal balance then remaining shall be recalculated to reflect a reduced principal loan amount subject to the same terms and conditions outlined above.

(g) In further consideration for this loan Orly's shall be obligated to pay to the City of Chicago as additional interest an amount equal to one percent of gross sales attributable to Borrower's Orly's On Dearborn Restaurant. Payments shall be made annually and shall be based on the previous year's gross sales. The first payment shall be due upon the first disbursement of UDAG RLF funds and subsequent payments shall be due on an annual base thereafter.

SECTION III SECURITY FOR LOAN

Payment for UDAG RLF funds loaned under this Agreement, or for any portion thereof, shall be secured by the following for the benefit of the City of Chicago, and shall hereafter be collectively known as the "Collateral":

1. All goods and personal property now owned or hereafter acquired by Borrower and all replacements, accessions, additions and sustitutions thereto and therefor, including but not limited to equipment, fixtures, office furniture, inventory, trademarks, motor vehicles, accounts receivable, trade names, franchises, permits, licenses, leases, goodwill, insurance, books and records. Said goods and personal property shall be secured to the same extent and in the same manner as is recited in the Intercreditor Agreement with South Shore Bank of Chicago dated June 9, 1983. Said Intercreditor Agreement is herein specifically incorporated by reference and made a part of this Agreement.

2. Mr. David Shopiro shall grant the City of Chicago a mortgage lien on his personal residence, commonly known as 5300 South Lake Shore Drive, Apartment 92, Chicago, Illinois. Said mortgage shall only be subordinated to the first mortgage lien then existing at the time of execution of this Agreement, said first mortgage lien presently estimated at approximately $48,000.00. The amount of the

indebtedness secured by the mortgage shall represent the difference between the fair market value of the residence and the principal amount of the first mortgage lien, as each shall change from time to time. Said fair market value shall be certified by the Borrower's first mortgagee.

3. This loan shall be further secured by the executed personal guaranty of Mr. David Shopiro.

4. To the extent permitted by law and subject to the consent of Borrower's first mortgage holder, Borrower shall also execute a subordinate leasehold mortgage to and for the benefit of the City of Chicago.

Borrower warrants and represents to Lender that Borrower has good, indefeasible, and merchantable title to and ownership of the Collateral, subject only to liens previously disclosed to the City of Chicago. Borrower shall make the same representations and warranties concerning the Collateral, i.e., including but not limited to: maintaining Collateral in good condition and repair, insured to full replacement value with Lender as a named insured to the extent permitted by law, etc., said representations and warranties as are recited in the Other Agreements, as incorporated.

SECTION IV OBLIGATIONS OF PERFORMANCE

1. Borrower shall pay promptly when due all payments of principal and interest and when such payment obligations shall arise Borrower shall promptly discharge the same. Nonpayment shall constitute an Event of Default.

2. Borrower shall be obligated to execute any and all lease extensions offered by the lessor of the property known as 600 South Dearborn Street, Chicago, Illinois as soon as and when such extensions are offered Borrower. Nonacceptance of an offered extension of lease shall constitute an Event of Default.

3. In the event that the existing lease presently held by Borrower is not extended through the period of repayment of this loan, then upon the expiration of the lease or an extension thereof, then, in that event, the expiration shall constitute an Event of Default.

4. Borrower has previously warranted to Lender that Borrower will use its best efforts to create and maintain a specific number of full and part time jobs. Said warranties are contained in the Redevelopment Agreement, dated May 19, 1983, and said Agreement is hereby incorporated by reference. In the event that Borrower fails to demonstrate a good faith best effort in the creation of said jobs, then, said failure to demonstrate a good faith best effort shall constitute an Event of Default.

5. Borrower shall be obligated to preserve and protect all assets collectively described as Collateral. Failure to do so shall constitute an Event of Default.

6. Upon an occurance of an Event of Default, Borrower shall immediately notify Lender thereof in writing. The Lender may, without waiving or releasing any obligation or liability of the Borrower hereunder, immediately accelerate the obligation of the Borrower pursuant to this Agreement and demand full payment of principal and all accrued interest under the loan. Lender can, in its sole and absolute discretion, take any legal or equitable action to utilize the Collateral to obtain full or partial payment of Borrower's obligation or take any other action thereunder to which Lender deems advisable. All sums paid by Lender and any expenses, including attorneys fees, court costs, expenses and other charges related thereto shall be payable by Borrower to Lender.

SECTION V OTHER PROVISIONS

1. The Borrower agrees that nothing contained in this Agreement nor any act of Lender, nor of any of the parties, shall be deemed or construed by any of the parties or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving Lender.

2. Time is of the essence under this Agreement.

3. All notices given or required hereunder shall be in writing and given by certified or registered United States mail, return receipt requested, postage paid, and addressed as follows:

If to Lender:
Department of Planning
City of Chicago
City Hall - Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With a copy to:
Department of Law
City of Chicago
City Hall - Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower:
Orly's Strikes Again, Inc.
600 South Dearborn Street
Chicago, Illinois 60604
Attention: Mr. David Shopiro

With a copy to:
Mr. David Truitt
Attorney-At-Law
Truitt, Brown and Truitt
1642 East 56th Street
Chicago, Illinois

If to Guarantor: Mr. David Shopiro
5300 South Lake Shore Drive
Apartment 92
Chicago, Illinois

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

5. Each convenant and provision contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or in any of the instruments securing the Collateral or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and the instruments securing the Collateral or any application thereof shall not be affected thereby.

IN WITNESS WHEREOF, the Borrower, Lender, and Guarantor, have caused this Agreement to be signed in their names and on their behalf as of the day and year first above written.

ORLY'S STRIKES AGAIN, INC.

By: _____
Its President

Attested By:

_____
Its Secretary

CITY OF CHICAGO

By: _____
Commissioner, Department of Planning

GUARANTOR

By: _____
David Shopiro, personally and solely in his capacity as Guarantor

EXBIHIT B

REDEVELOPMENT AGREEMENT

THIS AGREEMENT, made in Chicago, Illinois, this____day of_____, 1983, between the CITY OF CHICAGO, ILLINOIS, an Illinois Municipal Corporation, by and through its Department of Planning ("City"), having its offices at Room 1000, 121 North La Salle Street, Chicago, Illinois, and Orly's Strikes Again, Inc., an Illinois Corporation with offices at 600 S. Dearborn Street, Chicago, Illinois ("Restaurant").

WHEREAS, The Department of Planning of the City Chicago, Illinois has as one of its primary purposes, the planning for attraction and expansion of economic development of City; and

WHEREAS, it is the intention of Restaurant to establish a restaurant facility located at 600 South Dearborn Street, Chicago, Illinois ("Facility"): and

WHEREAS, the City has made application to the United States Department of Housing and Urban Development ("HUD") for an Urban Development Action Grant ("UDAG Grant"), for funds to be used as a loan to Restaurant to partially finance the renovation of the Facility for purposes of operating a restaurant; and

WHEREAS, in response to said application, HUD has approved UDAG Grant Number B-83-AA-17-0125 which provides that $150,000.00 may be lent to Restaurant by City for the above purposes; and

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

NOW, THEREFORE, the parties agree as follows:

SECTION I. DEFINITIONS

A. "Lender" shall mean The South Shore Bank of Chicago, Chicago, Illinois.

B. "SBA" shall mean the Small Business Administration of the United States Department of Commerce.

C. "Baird" shall mean Baird & Warner, Inc., an Illinois corporation, which is leasing the facility (as defined above) to Restaurant on behalf of American National Bank and Trust Company of Chicago, as Trustee under Trust No. 46525.

D. "Loan" shall mean any and all amounts disbursed by City to Restaurant, from time to time, including certain interest accrued during the construction phase of the loan, and later folded into the post construction phase of the loan to form the permanent loan balance. Loan may variously be identified as Construction Loan or Permanent Loan, as appropriate to the context.

SECTION II. CONSIDERATION

The City hereby agrees, in consideration of Restaurant executing this Redevelopment Agreement and agreeing to be bound by its terms, to loan funds received pursuant to the above mentioned UDAG Grant to Restaurant in accordance with the terms of the following agreement with Restaurant.

In consideration of City making the above mentioned loan to Restaurant, Restaurant agrees for itself, and its successors and assigns, to be bound by the terms of this Agreement and to diligently complete the Redevelopment Plan described herein.

SECTION III. AGREEMENT

The City shall loan to Restaurant and Restaurant shall borrow from City, the sum of $150,000.00, in accordance with the following terms and conditions:

A. CONSTRUCTION LOAN

1. During the time period for the Construction Loan set forth in paragraph 2(f) below, interest only at the rate of 5% per annum shall be charged monthly on the loan proceeds drawn down from time to time. Said interest charges shall be deferred and accrued as simple interest for the remainder of the construction loan.

2. Disbursement - After Restaurant has certified to City and HUD that Restaurant has sufficient funds on hand or irrevocably available to it to complete its obligations per the grant Agreement and has identified the sources of said funds, then the Construction Loan can be drawn as follows:

(a) Draw requests for said Construction Loan proceeds shall apply only for Facility Renovation costs and shall be made only on a monthly draw basis on A.I.A. forms, certified to and approved by the Architect and/or Engineer of Restaurant and the Architect and/or Engineer of the City.

(b) Construction loan disbursements for said Facility renovation costs shall be made on the basis of a percentage of work completed and in place, a stage basis or a voucher and paid receipts basis or any combination of same.

(c) All loan disbursements shall be paid out of HUD grant funds by City after equity funds in the amount of not less than $100,000.00 shall have been committed by Restaurant to the Facility renovation. Total project costs shall be the costs expended by Restaurant for Facility renovation and improvements, capital equipment and start-up costs as set forth herein.

(d) No disbursement of the Construction Loan proceeds shall be made unless and until Restaurant shall have furnished to City a Builder's Risk and Fire Insurance policy or policies naming the City as beneficiary thereunder as its interests appear, in an amount sufficient to cover the replacement cost of the Facility as an operating restaurant.

(e) Unless otherwise provided for herein, no disbursement of Construction Loan proceeds shall be made unless and until the City and/or Restaurant has obtained, or has reasonalble assurances that it will obtain, all Federal, State and local governmental approvals and reviews required by law to be obtained by the City and/or Restaurant for the project.

(f) The Construction phase of the Loan shall be for a period not to exceed 21 months from the first disbursement of Loan proceeds, but in any event, shall not extend beyond January 1, 1985. Interest at the rate of 5% per annum shall accrue on all disbursements during said period and shall be added to the Loan forming the Permanent Loan balance.

B. PERMANENT LOAN

1. Permanent Loan amount - $150,000.00 plus interest accrued on disbursements made during the construction period.

2. The initial term ("Initial Term") of the Permanent Loan shall be 7 years, commencing not later than January 1, 1985.

3. Repayment of the Permanent Loan shall be on a monthly basis, commencing on the first day of the first month after the Permanent Loan is in place, but in no event later than February 1, 1985, and computed on a 20 year amortization schedule, until the maturity date, together with interest of 5% per annum on the principal balance outstanding from time to time.

4. By written notice to City at least 45 days prior to the maturity date, Restaurant may extend the term of the Permanent Loan for an additional term equal to and running concurrent with any option term properly exercised by Restaurant pursuant to its lease with Baird.

In consideration for receiving such extension, Restaurant shall pay City a sum equal to 3% of the then-outstanding principal balance of the Permanent Loan for each extension option it exercises.

Notwithstanding anything contained herein to the contrary, the maximum term of the Permanent loan shall not exceed in the aggregate, the lesser of 20 years or the term of the Baird lease.

5. Upon any cash sale of the Restaurant (which shall include any installment payment cash sale), during the term of the Construction Loan or Permanent Loan, any outstanding principal balance plus accrued interest thereon, shall become immediately due and payable to City. In such event, in addition to payment of the principal balance outstanding plus interest accrued and owing thereon, Restaurant shall pay City an amount equal to 20% of gross sale proceeds in excess of the total cost of the project to date of sale.

6. Upon the occurrence of an event of default as hereinafter defined, which shall be continuing after any cure periods granted hereunder or by operation of law, the City may at its sole option declare the entire outstanding principal balance of the Loan plus accrued interest thereon, immediately due and payable to City.

7. An event of default shall occur upon the bankruptcy (voluntary or involuntary), reorganization, assignment for the benefit of creditors, dissolution or liquidation of Restaurant, failure of Restaurant to perform any of its obligations under this Agreement, or the occurance of an event of default by Restaurant of any terms and/or conditions of any other agreement between Restaurant and City, or Restaurant and a lender or lessor, now existing or hereinafter entered into.

8. Security for the Loan shall be by a security interest in favor of City in and to all fixtures, equipment and other assets of Restaurant now owned or hereafter acquired which security interest is subject to an Intercreditor Agreement between City, Lender and Borrower the terms of which are incorporated herein.

9. Prepayment of the Loan may occur as follows:

a. At the option of Restaurant, any time after 5 years from the date of the first disbursement of the loan proceeds, upon payment of the then outstanding balance, including interests accrued thereon, plus an amount equal to 3% of the remaining unpaid principal balance.

b. Upon Restaurant first reaching gross revenues of $1,000,000.00 for a fiscal year, City may at its option request Restaurant pay City an amount equal to one-tenth of one percent (.1%) of gross revenues on a monthly basis, in addition ("Additional Payments") to regularly scheduled payments due and owing under this Agreement. Said Additional Payments shall be applied to reduce the outstanding principal balance of the Loan dollar for dollar. No additional sums shall be charged Restaurant under this prepayment procedure.

SECTION IV. REDEVELOPMENT PLAN

A. Restaurant shall enter into and execute a lease with Baird for approximately 5300 square feet in Facility to be used as a restaurant. Said lease shall have an initial term of at least 7 years.

B. Restaurant shall renovate Facility located at the Property at a total development cost of approximately $605,000.00.

Delineation of the cost breakdown shall be as follows:

(a)	Restaurant Renovation..... ..	$300,000.00
(b)	Heating/Air Conditioning...	$ 50,000.00
(c)	Kitchen Equipment.....	$ 85,000.00
(d)	Other Equipment, Fees, Soft Costs..	$ 95,000.00
(e)	Start-Up Costs....	$ 70,000.00
	TOTAL	$605,000.00

C. Restaurant shall borrow from Lender a sum in the approximate amount of $400,000.00 to be used for the purchase and installation of capital equipment.

D. Restaurant shall borrow $150,000.00 from City pursuant to this Agreement for financing construction of the restaurant renovation referred to above.

E. Restaurant shall provide equity funds in cash in the amount of $100,000.00 to be used for restaurant renovation and start-up costs.

F. The following timetable shall apply to Restaurant for the performance of the above-described activities:

ACTIVITY	Commencement Date	Completion Date
(1) Renovation and Equipping	April 1, 1983	September 1, 1983
(2) Staff Training	September 1, 1983	October 1, 1983
(3) Restaurant Opening	October 1, 1983	

G. Restaurant shall use its best efforts to create 62 new permanent jobs within 36 months from date of Preliminary Approval of the UDAG Grant, as follows:

15 permanent jobs for Low and Moderate Income Persons
9 permanent jobs for CETA Eligible Persons
18 permanent jobs for Minorities

SECTION V. EVIDENCE OF FINANCING

At the time of execution of this agreement, Restaurant shall furnish City with evidence that Lender has committed to lend to Restaurant the principal sum of not less than $350,000.00 for the purchase and installation of capital equipment, and start-up costs (including inventory, staff training, fees, etc.), which loan shall be 90% quaranteed by the SBA. Restaurant shall also furnish to City evidence that it has available and irrevocably committed to it, cash equity funds in an amount not less than $100,000.00, to be used for renovation and start-up costs.

SECTION VI. MAINTAINING RECORDS AND RIGHT TO INSPECT

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

SECTION VII. ACCESS TO PROJECT

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

SECTION VIII. NO ASSIGNMENT OR SUCCESSION

No transfer of loan proceeds by the City to Restaurant shall be or be deemed an assignment of UDAG Grant funds, and Restaurant shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant Agreement, nor attain any rights, priviliges, authorities, or interests in or under the UDAG Grant Agreement

SECTION IX. NOTICES

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

If to City: Department of Planning of the
City of Chicago
121 North La Salle Street
Room 1000 - City Hall
Chicago, Illinois 60602
Attention: Commissioner

If to Restaurant Orly's Strikes Again, Inc.
c/o Truitt, Brown & Truitt
1642 East 56th Street
Chicago, Illinois 60637

SECTION X. GOVERNING LAW

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

SECTION XI. TIME IS OF THE ESSENCE

Time is of the essence of this agreement.

SECTION XII. HOUSING AND URBAN DEVELOPMENT

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

SECTION XIII. DISCLAIMER OF RELATIONSHIP

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

SECTION XIV. CERTIFICATE OF COMPLETION

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

SECTION XV. RESTRICTIONS ON USE

During the Term of the loan provided for in Section III of this Agreement Restaurant shall use Facility solely for a restaurant.

SECTION XVI. ENFORCED DELAY IN PERFORMANCE

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

B. No waiver by delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit, such rights in any way; nor shall any waiver in fact made by the City with respect to any

specific default by Restaurant under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by Restaurant under this Section, or with respect to the particualr default except to the extent specifically waived in writing.

SECTION XVII. CONFLICT OF INTEREST: CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

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

SECTION XIX. EQUAL EMPLOYMENT OPPORTUNITY

Restaurant and its successors and assigns, agree that during the term of the loan provided for in Section III of this Agreement

(a) They will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Restaurant will take affirmative action to ensure that such applicants are employed, and that employees are treated during employment, without regard to their race, color, religio, 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 or pay, or other forms of compensation, and selection for training, including apprenticeship. Restaurant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

IN WITNESS WHEREOF, The City of Chicago, Illinois and Orly's Strikes Again, Inc. have caused this Agreement to be duly executed as of the day and year first above provided.

Approved as to Form and Legality:

BY: _____
Assistant Corporation Counsel

CITY OF CHICAGO, ILLINOIS

BY: _____
Commissioner of the
Department of Planning

ORLY'S STRIKES AGAIN, INC.

BY: _____
President

AUTHORITY GRANTED FOR ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR PROJECT BY PLACE LASALLE ASSOCIATES, LTD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of not to exceed $13,500,000 principal amount of Multifamily Housing Revenue Bonds, Series 1984 (FHA-Insured Mortgage Loan - Place LaSalle Project) to assist in the development of a residential rental project 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

Alderman O'Connor was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

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 on June 20, 1984, the City has entered into a Memorandum of Agreement with Place LaSalle 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 southwest intersection of LaSalle and Goethe in the City of Chicago, Illinois, and the construction, rehabilitation and equipping of this property into a residential housing complex currently expected to be known as Place LaSalle consisting of approximately 202 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, rehabilitation 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") and 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 August 14, 1984, known as Trust No. 61935 (the "Mortgagor") to enable the Mortgagor, on behalf of the owner, to accomplish the acquisition, construction, rehabilitation 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 Mutlifamily Housing Revenue Bonds, Series 1984 (FHA Insured Mortgage Loan - Place LaSalle Project) in an aggregate principal amount not to exceed $13,500,000 (the "Bonds"); and

WHEREAS, Benton and Company (the "Underwriters") 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 To Tax Exemption (as respectively defined hereafter) have been presented to and are before this meeting; now, therefore,

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

SECTION 1. Definitions. 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 As To Tax Exemption" 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.

SECTION 2. Determinations of City Council. 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.

SECTION 3. Authorization and Terms of Bonds. It is hereby determined to be necessary to, and the City shall issue, sell and deliver, as provided and authorized herein, Bonds in an aggregate principal amount not to exceed $13,500,000 for the purpose of funding 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 Housing Revenue Bonds, Series 1984 (FHA Insured Mortgage Loan - Place LaSalle Project)."

The Bonds shall be issued as fully registered bonds either in the denominations of $5,000 or integral multiples thereof in the case of Current Interest Bonds, or 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, or a combination thereof. The Bonds initially delivered shall bear interest from October 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.

The Bonds shall mature not later than October 1, 2027, shall bear interest payable or compounded semiannually from the date thereof at a weighted average interest rate not to exceed 11.5% per annum. Interest shall be payable or compounded semiannually on April 1 and October 1 of each year, commencing April 1, 1985, and continuing thereafter until the principal amount thereof is paid in full or duly provided for. The Bonds shall be subject to optional and mandatory redemption and shall have such further terms and conditions as provided in the Indenture.

The Mayor or the City Comptroller are each hereby authorized and directed to determine, subject to the limitations provided herein, the aggregate principal amount of the Bonds, the interest rates, the maturity schedule and the purchase price of the Bonds 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 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 Bonds shall not be issued unless a final commitment for insurance of the Mortgage Loan by FHA is in full force and effect.

All payments of principal, interest and premium, if any, 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.

SECTION 4. Security Pledged for Bonds. 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 this 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.

SECTION 5. Approval of Bond Purchase Agreement, Sale of Bonds and Allocation of Purchase Price. 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 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 in accordance with the terms and provisions of this Ordinance is hereby authorized, 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 copies of any or all proceedings the City 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.

SECTION 6. Supplemental Loan Agreement, Regulatory Agreement As To Tax Exemption and Indenture. The Mayor or City Comptroller are each 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 As To Tax Exemption, 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 As To Tax Exemption and the Indenture, respectively, by such officers.

SECTION 7. Covenants of Issuer. 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 are, 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 As To Tax Exemption 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 As To Tax Exemption and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 8. Offering Documents. The preparation and distribution of one or more offering documents in connection with the issuance and sale of the Bonds are hereby authorized.

SECTION 9. Designation. 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.

SECTION 10. Other Documents. The Mayor or City Comptroller are each 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 As To Tax Exemption, the Bond Purchase Agreement and the Indenture.

SECTION 11. Severability. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12. Conflicts. To the extent that any ordinance, resolution, provision of the Municipal Code of the City of Chicago or order of the City, or part or parts thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

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

[Regulatory Agreement as to Tax-exemption, Trust Indenture, and Bond Purchase Agreement omitted for printing purposes but on file and available for public inspection in Office of the City Clerk.]

AUTHORITY GRANTED FOR AMENDMENT TO TRANSFER OF PROPERTY IN MADISON-ALBANY PROJECT.

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

WHEREAS, The City Council on May 30, 1984 authorized the transfer of parcels from the Comptroller's Office to the Department of Urban Renewal; and

WHEREAS, The consideration for the transfer of Parcel 3-13 in the Urban Renewal Project Madison-Albany was inaccurate; now, therefore,

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

SECTION 1. That Section 1 of the ordinance passed May 30, 1984 (C.J.P. 6996) is hereby amended by deleting that language bracketed and inserting that language in italics as follows:

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

Parcel	Address	Amount	
3-10	23 South Kedzie	$7,700.00	
3-13	3168 W. Monroe Street	[$7,587.50]	<u>1,587.50</u>

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

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED FOR DEPARTMENT OF STREETS AND SANITATION.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1984. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1984 payable from such appropriations.

FROM:

Account	*Purpose*	*Amount*
300-5524-162	Repair and Maintenance of Equipment	$28,500

TO:

Account	*Purpose*	*Amount*
300-5524-440	Machinery and Equipment	$28,500

SECTION 2. That the sole purpose of this transfer of funds is for the payment of additional wheel boots necessary for the expansion of the Boot Program.

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

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

CHAPTER 200.6, SECTION 200.6-2 OF MUNICIPAL CODE OF CHICAGO AMENDED, CONCERNING DEFINITION OF "SALE AT RETAIL."

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

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

SECTION 1. Section 200.6-2 of Chapter 200.6 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as follows:

SECTION 200.6-2. For the purposes of this Chapter, when any of the following words or terms are used herein they shall have the meaning or construction ascribed to them in this Section:

"Sale at retail" means any transfer of the ownership of or title to tangible personal property to a purchaser, for the purpose of use or consumption, and not for the purpose of resale in any form as tangible personal property to the extent not first subjected to a use for which it was purchased, for a valuable consideration; provided that the property purchased is deemed to be purchased for the purpose of resale despite first being used, to the extent to which it is resold as an ingredient of an intentionally produced product or byproduct of manufacturing. For this purpose, slag produced as an incident to manufacturing pig iron or steel and sold is considered to be an intentionally produced byproduct of manufacturing. Transactions whereby the possession of the property is transferred but the seller retains the title as security for payment of the selling price shall be deemed to be sales. "Sale at retail" shall be construed to include any transfer of the ownership of or title to tangible personal property to a purchaser, for use or consumption by any other person to whom such purchaser may transfer the tangible personal property without a valuable consideration, and to include any transfer, whether made for or without a valuable consideration, for resale in any form as tangible personal property unless made in compliance with Section 200.6-7 of this Chapter. Sales of tangible personal property, which property, to the extent not first subjected to a use for which it was purchased, as an ingredient or constituent, goes into and forms a part of tangible personal property subsequently the subject of a "sale at retail", are not sales at retail as defined in this Chapter. "Sale at retail" includes any transfer of ownership of or title to tangible personal property for use or consumption incidental to a "sale of service" which is subject to tax under the City of Chicago Municipal Service Occupation Tax. "Sale at retail" shall also be construed to include any City florist's sales transaction in which a purchase order is received in the City by a florist and the sale is for use or consumption, but the City florist has a florist outside of the City deliver the property to the purchaser or the purchaser's donee outside the City. *"Sale at retail" shall also be construed to include any transfer of tangible personal property by a "supplier" as defined in the Illinois Service Use Tax Act or by a "wholesaler" as such a term is commonly understood, to a serviceman or other person for purposes of resale in any form as tangible personal property or for purposes of resale as an incident to a sale of a service, unless made in compliance with Section 200.6-7 of this Chapter.*

SECTION 2. This ordinance shall be effective ten days after passage and due publication.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

EXECUTION OF AGREEMENT AUTHORIZED BETWEEN CITY AND COMMISSIONER OF PUBLIC WORKS FOR INSTALLATION OF PRIVATE TRAFFIC SIGNAL.

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 Commissioner of Public Works for installation of a private benefit traffic signal on W. Van Buren Street between S. LaSalle Street and One Financial Place.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone --43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor of the City of Chicago and the Commissioner of Public Works are authorized to execute, subject to approval as to form and legality by the Corporation Counsel, an agreement between the City of Chicago and One Financial Place Partnership for the installation of a traffic signal at the mid-block crosswalk on W. Van Buren Street between S. LaSalle Street and S. Financial Place, said agreement to be in substantially the following form:

This Agreement, made and entered into this _____ day of _____, 1984 by and between the City of Chicago, hereinafter known as "City" and One Financial Place Partnership, hereinafter known as Developer,

Witness

Whereas, there is currently being developed in the area of the South Loop in Chicago a public plaza, commuter transportation facilities and developments servicing the financial community; and

Whereas, it is anticipated that commuters and others will daily cross Van Buren Street between S. LaSalle Street and S. Financial Place at a pedestrian crosswalk to be established by the City; and

Whereas, in the interest of public safety the Developer and the City wish to signalize the said crosswalk; and

Whereas, the maintenance of such traffic signals will serve the public safety and welfare;

Now Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Whenever the term "signals" is used herein it shall be agreed that it includes all traffic control signal-related equipment and appurtenances to be installed at the said pedestrian crosswalk to be located on Van Buren Street between South La Salle and South Financial Place (the "crosswalk").

2. The City of Chicago will install State approved signals of such type and at such precise location at the crosswalk as it determines to be appropriate.

3. All engineering and construction work involved herein shall be performed by the City.

4. Developer shall pay all expenses incurred for the cost of the signals and the installation or removal thereof.

5. City shall pay all maintenance costs and all energy costs for operating these signals.

6. The signals shall be the property of City and shall be regulated and controlled by the City.

7. The City may remove the signals at any time when in its judgment it is in the best interest of the public to do so. Developer shall not thereafter be responsible for reinstallation of the signals.

8. City will save and hold harmless the Developer from any and all liabilities, claims, demands and expenses that may result at any time from the installation, operation, maintenance and removal of the traffic control signals, except such liabilities, claims, demands and expenses as may be caused by the Developer.

In Witness thereof, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

EXECUTION OF AGREEMENT AUTHORIZED BETWEEN CITY AND STATE FOR IMPROVEMENT OF PORTION OF DESPLAINES STREET.

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 for the improvement of Desplaines Street between Harrison Street and Fulton Street.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. 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 Desplaines Street, between Harrison Street and Fulton Street 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 Desplaines 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, 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 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 resurfacing of Desplaines Street between Harrison Street and Fulton Street. The existing pavement will be removed. The pavement base will be repaired and a new driving surface will be applied.

Traffic signals will be modernized at the intersections of Desplaines Street with Harrison Street, Van Buren Street, Jackson Boulevard, Adams Street, Monroe Street, Madison Street, Washington Street, Randolph Street and Lake Street.

The project will also include reconstruction of deteriorated curbs, gutters, and sidewalks; construction of sidewalk ramps for the handicapped at all intersections; utility adjustments; pavement markings and street signing; and the provision of all other appurtenances necessary to complete the project.

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	$500,000
Force Account Construction	$900,000
Construction Engineering/Supervision	$140,000
Total:	$1,540,000

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 $1,540,000)		$1,309,000
Non-Federal Share (State) (15% of $1,540,000)		$231,000
	Total:	$1,540,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $254,100, 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 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 REMOVAL OF ABANDONED RAILROAD CROSSINGS AT VARIOUS LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement between the City of Chicago and the State of Illinois for the removal of abandoned railroad grade crossing at seven (7) locations.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. 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 removal of abandoned railway/highway grade crossings at various locations 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 proceed with the removal of certain unused and abandoned railway/highway grade crossings, said improvements to be identified as City Section 83-B3038-00-SP, State Job No. C-88-032-83 and Federal Project RRS-RRO-OOOS(235), and hereinafter referred to as the "Project"; and

Whereas, the crossings to be removed are identified on "Exhibit A", attached hereto and made a part hereof; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, 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 thereselves of funds authorized by Section 203 of the Federal-Aid Highway Act for the construction of said Project; and

Whereas, the City is proceeding with 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 Federal share of the costs incurred in connection with the construction supervision and contract 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 requires 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 construction 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 share, to appropriate such funds as are necessary for the local share and to prepare a complete and accurate breakdown of costs of said Project financed by the City.

6. 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.

7. To obtain written permission for each railway/highway grade crossing to be removed, and to determine the disposition of the removed material.

8. To comply with all applicable Executive Orders, State and Federal Laws and Regulations pursuant to Equal Employment Opportunity and Nondiscrimination.

9. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 8 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.

10. 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:

11. That said Project generally consists of the complete removal of the grade crossing, including rails, ties, warning signs, signals and crossing surface material, and the filling of the gap in the pavement and other minor roadway work, all in accordance with the approved plans and specifications.

12. That the estimated costs of the Project covered herein are:

Crossings on Federal System		$47,900*
Crossings off Federal System		$152,100*
	Total:	$200,000

*Including construction engineering.

and that based upon the current ratio of Federal to Non-Federal (City) funds for Federal-Aid Section 203 projects, the estimated proportional participation for the project will be:

Federal-Aid Share (90% of $200,000)		$180,000
Non-Federal (City) Share (10% of $200,000)		$20,000
	Total	$200,000

13. That any cost which are declared to be ineligible for Federal reimbursement by the Federal Highway Administration will be paid by the City.

14. That upon execution of this Agreement, standard Federal-Aid procedures and requirements shall apply to all phases of the Project.

15. That this agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years of the date of this Agreement.

16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, not prohibited elsewhere in this Agreement, upon approval by the Illinois Department of Transportation.

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.

[Exhibit A printed on page 9223 of this Journal.]

EXECUTION OF AGREEMENT AUTHORIZED BETWEEN CITY AND STATE FOR IMPROVEMENT OF PORTION OF COTTAGE GROVE AVENUE.

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 for the improvement of Cottage Grove Avenue between 71st Street and 67th Street.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. 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 Cottage Grove Avenue between 71st Street and 67th Street 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".

(Continued on page 9224)

"EXHIBIT A"

REMOVAL OF ABANDONED RAILWAY/HIGHWAY GRADE CROSSINGS
IN THE CITY OF CHIAGO, COOK COUNTY, ILLINOIS

LOCATIONS OF CROSSINGS

CROSSINGS ON FEDERAL SYSTEM

ROUTE NO.	STREET NAME	LOCATION	RAILROAD	EST. COST
FAU 1374	Belmont Avenue	At 1300 W.	Milwaukee	23,800
FAU 3525	Lincoln Avenue	At Lakewood	Milwaukee	24,100
		Total Estimated Cost (On Federal System)		$47,900

CROSSINGS OFF FEDERAL SYSTEM

STREET NAME	LOCATION	RAILROAD	EST. COST
Altgeld Street	At 1300 W.	Milwaukee	23,700
Belden Avenue	At 1310 W.	"	40,100
Melrose Street	At 1270 W.	"	37,400
School Street	At 1250 W.	"	19,500
Webster Avenue	At 1310 W.	"	31,400
	Total Estimated Cost (Off Federal System)		$152,100

(Continued from page 9222)

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 Cottage Grove Avenue between 71st Street and 67th 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, That 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 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 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.

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 resurfacing of Cottage Grove Avenue between 71st Street and 67th Street. The existing pavement will be removed. The pavement base will be repaired or replaced where necessary. A new roadway surface will be applied and pavement markings and street signing will be installed.

    The intersection of Cottage Grove Avenue with 67th Street will be improved by throat widening and traffic signal modernization.

    This project will also include the repair or replacement of deteriorated curbs, gutters and sidewalks where necessary; Construction of sidewalk ramps for the handicapped at all intersections; the adjustment and/or reconstruction of existing drainage structures where necessary; the relocation of street lighting utilities at the widened intersection; and the provision of all other appurtenances necessary to complete the project.

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	$300,000

Construction Engineering/Supervision		$ 90,000
	TOTAL:	$990,000

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 $990,000)		$841,500
Non-Federal Share (State) (15% of $990,000)		$148,500
	TOTAL:	$990,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of $163,350, 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 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 IMPROVEMENT OF PORTION OF ONTARIO STREET.

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 Ontario Street between Michigan Avenue and Orleans Street in the amount of $1,540,000.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. 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 an improvement of Ontario Street between Michigan Avenue and Orleans Street 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 improve Ontario Street between Michigan Avenue and Orleans 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 State and 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, 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, That 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 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 Non-Federal (State) and Federal 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 resurfacing of Ontario Street between Michigan Avenue and Orleans Street.

A new bituminous driving surface will be placed over the existing concrete surface. The intersection of Ontario Street with Orleans Street will be realigned. Traffic signals will be modernized at the intersections of Orleans Street with Rush Street, Wabash Avenue, State Street, Dearborn Street, Clark Street, LaSalle Street, Franklin Street and Orleans Street.

Curbs and gutters will be repaired or replaced as necessary. Sidewalk ramps for the handicapped will be provided. Pavement markings will be replaced. 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 superceded by this Agreement.

13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction		$400,000
Force Account Construction		$1,000,000
Construction Engineering/Supervision		$140,000
	Total:	$1,540,000

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 $1,540,000)		$1,157,772
Non-Federal Share (State) (24.82% of $1,540,000)		$382,228
	Total:	$1,540,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $420,450, 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 subsequent 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 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.

APPROVAL GRANTED FOR EXPENDITURE PLAN FOR OPERATION AND MAINTENANCE BUDGET OF NAVY PIER.

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

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

That the detailed expenditure plan for the operating and maintenance budget of Navy Pier (Acct. 100-6430-804) is hereby approved by the City Council pursuant to the 1984 Annual Appropriation Ordinance.

The following is said budget attached to the foregoing resolution:

Navy Pier Budget
100-6430-804

.149	Other Professional and Technical Services	$132,000
.160	Repair or Maintenance of Property	10,000

.162	Repair or Maintenance of Equipment	11,000
.182	Heat, Light and Power (Public)	235,000
6430.100	For Contractual Services	388,000
.340	Material and Supplies	5,000
.300	For Commodities	5,000
	Total:	$393,000

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone - - 43.

Nays -- None.

CHAPTER 200.1, SECTION 200.1-2B6 OF MUNICIPAL CODE AMENDED CONCERNING ISSUANCE OF REVENUE STAMPS.

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

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

SECTION 1. That Chapter 200.1-2B6 Municipal Code of the City of Chicago is hereby amended by adding the language in italics as follows:

6. The Director of Revenue shall issue no revenue stamps unless the Commissioner of Water provides a certificate of payment showing that all water and sewer assessments are paid in full *or some other evidence of payment that is satisfactory to the Director of Revenue.*

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

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone - - 43.

Nays -- None.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS AND LICENSE FEE EXEMPTION FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred (September 6, 1984), sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemption for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

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

FREE PERMITS.

Cook County Hospital/Life Safety Corrections Phase I.

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 Cook County Hospital/Life Safety Corrections Phase I for installation of new fire doors, fire dampers, fire alarm system additions and necessary accessories (life safety work) on the premises known as No. 1835 W. Harrison 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.

The Chicago Academy of Sciences.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Chicago Academy of Sciences for the construction of a ramp and other means of accessibility for the handicapped and elderly (work done in 1980) on the premises known as No. 2001 N. Clark Street.

Said building shall be used exclusively for academic 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.

De LaSalle Institute.

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 De LaSalle Institute, No. 3455 S. Wabash Avenue for electrical work on the premises known as 3455 S. Wabash Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

DePaul University.

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 DePaul University for remodeling the Alumni Hall building on the premises known as No. 1011 W. Belden Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Illinois College of Optometry.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Illinois College of Optometry, No. 3241 S. Michigan Avenue for construction work on the premises known as No. 3241 S. Michigan 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.

Indiana Avenue Pentecostal Church of God.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Indiana Avenue Pentecostal Church of God, No. 3520 S. Indiana Avenue for demolition of existing buildings for parking lots on the premises known as Nos. 3520 S. Indiana Avenue through 3524 S. Indiana Avenue and 3601 S. Indiana Avenue.

Said lots shall be used exclusively for church parking and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

The Kinnare Corporation.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Kinnare

Corporation, 828 N. Addison Avenue, Elmhurst, Illinois, for remodeling and construction of an addition to existing structure at the Presentation Parish on the premises known as No. 758 S. Springfield Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Lawndale Community 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 Lawndale Community Church, No. 3847 W. Ogden Avenue, for construction and rehabilitation on the premises known as No. 3847 W. Ogden Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

The Museum of Science and Industry.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Museum of Science and Industry, 57th Street and S. Lake Shore Drive for Crown Space Center, an addition to the Museum's Central Pavilion on the premises known as the Museum of Science and Industry, 57th Street and S. Lake Shore Drive.

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.

Norwegian American 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 Norwegian American Hospital for renovations to the existing building on the premises known as 1044 N. Francisco 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.

Our Lady of Sorrows 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 Our Lady of Sorrows Church, No. 3121 W. Jackson Boulevard, for installation of a new heating system in the church and school on the premises known as No. 3121 W. Jackson Boulevard.

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. Vincent DePaul Center.

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 Vincent DePaul Center, for alterations and adding a floor in the chapel area on the premises known as Nos. 2145 N. Halsted Street.

Said building shall be used exclusively for day care center 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. Xavier College.

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. Xavier College, No. 3700 W. 103rd Street, for rehabilitation and remodeling of the Graham School of Management, No. 10305 S. Avers Avenue on the premises known as 10305 S. Avers Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

The Peoples Church of Chicago.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Peoples Church of Chicago, No. 941 W. Lawrence Avenue, for remodeling and alterations of the 3rd floor for a classroom (Contractor -Telander Bros., 8151 S. Western Avenue, Chicago) on the premises known as No. 941 W. Lawrence Avenue.

Said building shall be used exclusively for religious and related purpose and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

LICENSE FEE EXEMPTIONS.

Columbus-Cuneo Cabrini Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1984:

Columbus-Cuneo Cabrini Hospital
No. 2520 N. Lakeview Avenue.

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

WAIVER AND/OR REFUND OF FEES AUTHORIZED FOR NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY.

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

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Aviation are hereby directed to waiver and/or refund all fees for all necessary permits, notwithstanding other ordinances of the City to the contrary, to the Northwest Suburban Municipal Joint Action Water Agency, 2104 Stonington Avenue, Hoffman Estates, Illinois, 60195 for the construction, provision and operation of the facilities and reservoirs located on City of Chicago property on the eastern edge of O'Hare International Airport.

Said facilities and reservoirs as stated in "Water Purchase Agreement Between City of Chicago and Northwest Suburban Municipal Joint Action Water Agency", contract 28487, Document 082-119, dated June 24, 1982 and passed by the City Council on July 15, 1982 (C.J. p.p. 11607 and 11620-11669) shall be used exclusively as stated in said agreement. Facilities and reservoirs are to become City of Chicago property by means of a buy back arrangement as outlined in said agreement.

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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

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 City Comptroller is hereby authorized and directed to waive fees for installation of loading zone signs in front of No. 2345 W. North Avenue for the Easter Seals; and the removal of parking meter No. 2086 at same address.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

AUTHORIZATION GRANTED FOR REDUCTIONS IN ANNUAL LICENSE FEES FOR SPECIAL POLICEMEN EMPLOYED BY CERTAIN NOT-FOR-PROFIT INSTITUTIONS.

The Committee on Finance to which had been referred (September 6, 1984), sundry proposed ordinances transmitted therewith to authorize issuance of reductions in the annual license fee for special policemen employed by not-for- profit institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

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

Loyola University.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, Thirty-two (32) special policemen employed by the following not-for- profit institution, shall pay an annual license fee of $10.00, as provided therefor:

Loyola University
6565 N. Sheridan Road.

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

Mary Thompson Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 18 special police and shall pay a fee of $10.00 per license for the year 1984:

Mary Thompson Hospital
No. 140 N. Ashland Avenue.

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

Michael Reese Hospital.

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

SECTION 1. Pursuant to Section 173-6 of the Municipal Code of Chicago, as amended, passed by the City Council on May 30, 1984, printed on page 6722 of the Journal of the Proceedings of said date, the annual license fee is $10.00 for 52 special policemen employed by the following hospital that is not operated for gain:

Michael Reese Hospital
2929 S. Ellis Avenue.

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

Rehabilitation Institute of Chicago.

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

SECTION 1. Pursuant to Section 173-6 of the Municipal Code of Chicago, as amended, passed by the City Council on May 30, 1984, printed on page 6722 of the Journal of the Proceedings of said date, the annual license fee is $10.00 for Two (2) special policemen employed by the following not-for-profit institution:

Rehabilitation Institute of Chicago
345 E. Superior Street.

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

Roseland Community Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 15 special police and shall pay a fee of $10.00 per license for the year 1984:

Roseland Community Hospital Association
No. 45 W. 111th Street.

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

St. Bernard Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 20 special policemen and shall pay a fee of $10.00 per license for the year 1984:

St. Bernard Hospital
W. 64th Street and the
Dan Ryan Expressway.

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

St. Mary of Nazareth Medical Center.

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

SECTION 1. Pursuant to Section 173-6 of the Municipal Code of Chicago, as amended, passed by the City Council on May 30, 1984, printed on page 6722 of the Journal of the Proceedings of said date, the annual license fee is $10.00 for 27 special policemen employed by the following hospital that is not operated for gain:

Saint Mary of Nazareth Medical Center
2233 W. Division Street.

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

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL WARRANTS, FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred on (September 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:

Name and Address	Warrant No. and Type of Inspection	Amount
Augustana Hospital	B4-400258	$69.00
(sundry locations)	B4-400302 (Inst.)	46.00
	D3-486439 (Sign)	1,165.00
Mary Bartelma Homes	B4-400066	23.00
(sundry locations)	B4-400077	23.00
	B4-400079 (Inst.)	23.00
Bethesda Homes	B4-400280	57.50
2833 N. Nordica Avenue	B4-300395	57.50
	B4-300362 (Inst.)	57.50
Catholic Charities	A1-406500	69.00
719 N. LaSalle Street	(Elev.)	
Childrens Memorial Hospital	B4-400208	80.00
(sundry locations)	B4-400474	103.50
	B4-400475	40.00
	B4-400476 (Inst.)	80.00
	B1-405220 (Bldg.)	115.00
The Church Home	B4-400362	34.50
5445 S. Ingleside Avenue	(Inst.)	

Name and Address	Warrant No. and Type of Inspection	Amount
Edgewater Hospital 5700 N. Ashland Avenue	B4-400428 B4-400429 B4-400430 B4-400439 B4-400440 (Inst.)	$46.00 34.50 34.50 46.00 23.00
Galewood Community Church 1776 N. Narragansett Avenue	D3-486307 (Sign)	495.00
Grace Convalescent Home 2800 W. Grace Street	B4-400197 (Inst.)	34.50
Japanese American Service Committee 4427 N. Clark Street	A1-407297 (Elev.)	23.00
LaRabida Children's Hospital and Research Center 6500 S. Promotory-Building C	B4-400374 (Inst.)	23.00
McCormick Theological Seminary 5555 S. Woodlawn Avenue	A1-407575 (Elev.)	23.00
	F4-417335 (Mech. Vent.)	25.00
Northwestern Memorial Hospital (sundry locations)	A1-406839 (Elev.)	136.00
	C2-436359 (Refrig.)	90.00
	R1-411573 (Drwy.)	100.00
Northwestern University (sundry locations)	B4-400301 B4-400303 B4-400349 B4-400350 (Inst.)	126.50 34.50 57.50 115.00
	C2-436614 (Refrig.)	282.00

Name and Address	Warrant No. and Type of Inspection	Amount
Queen of Angels Church 2330 W. Sunnyside Avenue	B1-406037 (Bldg.)	$34.50
Rehabilitation Institute of Chicago 345 E. Superior Street	B4-400287 (Inst.)	149.50
Resurrection Hospital 7435 N. Talcott	B4-400107 B4-400500 (Inst.)	126.50 80.50
Resurrection Health Care Corporation 7435 N. Talcott Avenue	B4-400290 (Inst.)	57.50
St. Joseph Hospital (sundry locations)	B4-400442 B4-400446 (Inst.)	57.50 195.00
St. Mary of Nazareth Hospital (sundry locations)	B4-400286 (Inst.)	46.00
	(Sp. Int. Blr. No. 2) (Sp. Int. Blr. No. 3)	30.00 30.00
Self-Help Home 908 W. Argyle Street	(Sp. Dept. Int.)	30.00
Uhlich Children's Home 3730 N. California Avenue	B4-400359 (Inst.)	34.50
University of Chicago (sundry locations)	A1-406324 A1-406325 A1-406427 A1-406868 A1-407347 A1-407348 A1-407349 A1-407350 A1-407495 (Elev.)	73.00 23.00 46.00 75.00 23.00 46.00 23.00 46.00 46.00
	B1-320193 B1-321654 B1-321654 (Bldg.)	46.00 92.00 92.00

Name and Address	Warrant No. and Type of Inspection	Amount
	B4-300484	$218.50
	B4-400013	23.00
	B4-400014	23.00
	B4-400015	23.00
	B4-400016	23.00
	B4-400017	23.00
	B4-400018	46.00
	B4-400020	23.00
	B4-400021	34.50
	B4-400023	23.00
	B4-400030	34.50
	B4-400032	23.00
	B4-400033	23.00
	B4-400034	92.00
	B4-400035	23.00
	B4-400036	23.00
	B4-400037	57.50
	B4-400038	57.50
	B4-400039	46.00
	B4-400040	57.50
	B4-400057	57.50
	B4-400109	69.00
	B4-400110	23.00
	B4-400111	23.00
	B4-400112	23.00
	B4-400113	46.00
	B4-400114	34.50
	B4-400115	34.50
	B4-400116	34.50
	B4-400127	34.50
	B4-400128	34.50
	B4-400129	46.00
	B4-400130	69.00
	B4-400131	46.00
	B4-400132	23.00
	B4-400133	46.00
	B4-400134	46.00
	B4-400141	23.00
	B4-400142	80.50
	B4-400143	471.50
	B4-400239	34.50
	B4-400300	34.50
	B4-400031	46.00
	B4-400024	34.50
	B4-400246	69.00

Name and Address	Warrant No. and Type of Inspection	Amount
	B4-400263	$149.50
	B4-400264	34.50
	B4-400282	69.00
	B4-400283	69.00
	B4-400236	34.50
	B4-400237	34.50
	B4-400238 (Inst.)	34.50
	P1-310718	105.00
	P1-311866 (Burn. Equip.)	205.00
	R1-407491 (Drwy.)	25.00
Washington Home 2341 W. 113th Place	(Sp. Int. Blr. No. 2)	20.00
Winthrop Towers 4848 N. Winthrop Avenue	A1-407276 (Elev.)	75.00
	B1-404302	149.50
	B1-404342 (Bldg.)	149.50

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS AT SUNDRY LOCATIONS.

The Committee on Finance submitted five 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

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 W. Berteau Avenue between N. Avers Avenue and N. Elston Avenue; 210 feet of 8-inch ductile iron water pipe;

at the total estimated cost of $43,413.77 chargeable to the 1984 Appropriation Account No. 200-(7930) Construction.

The above work is to be done under Order No. 75630.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In W. Foster Place from N. Neva to N. Harlem Avenues and in W. Foster Avenue from N. Harlem to N. Cumberland Avenues; 8414 feet of 48-inch prestressed concrete cylinder water pipe;

at the total estimated cost of $3,860,240.00 chargeable to the 1984 Appropriation Account No. 200-8285 (7930).557 Betterment;

The above work is to be done under Order No. 71575.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In Lake Shore Drive between Huron Street and the Chicago River; 935 feet of 12-inch ductile iron water pipe;

at the total estimated cost of $169,974.09 chargeable to the Reimbursable Funding Department of Public Works Appropriation No. 302-1321-873.

The above work is to be done under Order No. 75598.

Ordered, That the Commissioner of Water is hereby authorized to extend water mains in the following streets:

In N. Maria Court and the dedicated Street West of Maria Court; 592 feet of 8-inch ductile iron water pipe;

at the total estimated cost of $54,500.00 chargeable to Reimbursable Funding - Refundable Deposit No. 03530 in accordance with the Municipal Code, Chapter 185, Section 17 (advancement of cost).

The above work is to be done under Order No. 71577.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

In E. 102nd Street between S. Avenue "N" and S. Avenue "L"; 632 feet of 8- inch ductile iron water pipe;

at the total estimated cost of $94,497.00 chargeable to the 1984 Appropriation Account No. 200-(7930) - Construction.

The above work is to be done under Order No. 71578.

AUTHORITY GRANTED TO REFUND OVERPAYMENT OF RESIDENTIAL PARKING PERMIT TO MARY PALICA.

The Committee on Finance submitted a report recommending that the City Council pass the proposed order transmitted therewith, to authorize the refund of five dollars to a certain City resident representing overpayment for half-year residential parking permit.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $5.00 to Mary Palica, 5431 S. Normandy Avenue, representing overpayment for Residential Parking Permit fee for the period expiring June 30, 1984.

AUTHORITY GRANTED TO CHILDREN'S BENEFIT LEAGUE OF CHICAGO AND SUBURBS TO HOLD "TAG DAY" ON APRIL 19, 1985.

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

Ordered, That April 19, 1985 is hereby designated as the official Tag Day for the Children's Benefit League of Chicago and Suburbs in the City of Chicago pursuant to the Municipal Code of the City of Chicago, Chapter 36, Section 36- 11 *et. seq.;* and

Be It Further Ordered, That permission is hereby granted to the Children's Benefit League of Chicago and Suburbs to "Tag" on the streets of the City of Chicago on said day pursuant to the Municipal Code of the City of Chicago, Chapter 36, Section 36-11 *et. seq.*

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHT AT 4149 N. PLAINFIELD AVENUE.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at No. 4149 N. Plainfield Avenue.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

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, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 9252 thru 9253 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 orders printed on page 9254 of this Journal.]

Action Deferred -- ON PROPOSED ORDINANCES AUTHORIZING CANCELLATION OF EXISTING WATER RATES FOR VARIOUS INSTITUTIONS.

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

CHICAGO, September 18, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred four (4) ordinances authorizing the Commissioner of Water to cancel existing water rates for various Institutions having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

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

The following are said ordinances which were transmitted with the foregoing committee report:

Christian Methodist Baptist Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water service charges in the amount of $146.10 charged to the Christian Methodist Baptist Church, No. 2800 E. 79th Street.

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

(Continued on page 9255)

REPORT DATE 9/14/84
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/18/84

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEZ	CLEMENTE R	POLICE OFFICER	EIGHTH DISTRICT	6/23/84	662.05
ADDESSO	CHARLES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/84	283.50
ANDERSON	MARIANNE Y	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/27/84	102.75
AVALOS	SHIRLEY	POLICE OFFICER	EIGHTEENTH DISTRICT	6/23/84	176.75
AVERYHART	WALTER E	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/17/84	548.65
BARANSKI	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/11/84	86.05
BIEBEL	ROBERT W	SERGEANT	GANG CRIMES ENFORCEMENT DIVISI	6/04/84	179.00
BRADY	MICHAEL D	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/04/84	183.78
BRUGGER	PAUL R	POLICE OFFICER	THIRTEENTH DISTRICT	6/18/84	379.00
BRYANT	TERRY	POLICE OFFICER	SIXTEENTH DISTRICT	6/20/84	195.00
BURNS	CHARLES F	POLICE OFFICER	FIRST DISTRICT	1/20/84	38.00
CADDIGAN	DAVID	POLICE OFFICER	FIFTH DISTRICT	4/27/84	84.35
CATALANO	DAVID	POLICE OFFICER	FIFTEENTH DISTRICT	5/24/84	148.00
COSTANZO	RALPH JR.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/30/84	120.00
COZZI	CLEMENT	POLICE OFFICER	TWENTIETH DISTRICT	7/25/84	95.00
CUNNINGHAM	THOMAS	POLICE OFFICER	YOUTH DIVISION AREA THREE	6/06/84	331.00
CURD	ALEXANDER	POLICE OFFICER	FIFTH DISTRICT	6/04/84	1007.94
DALY	KEVIN	POLICE OFFICER	YOUTH DIVISION AREA THREE	6/28/84	166.95
DELIA	PHILIP C	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/05/84	229.00
ERICKSON	KENT G	POLICE OFFICER	EIGHTEENTH DISTRICT	6/22/84	132.00
FICARO	JEROME A	POLICE OFFICER	EIGHTH DISTRICT	6/28/84	77.00
FLORES	SERGIO	POLICE OFFICER	FOURTEENTH DISTRICT	6/29/84	119.00
FOLEY	DONALD R	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/08/84	103.75
GOC	DENNIS T	POLICE OFFICER	TENTH DISTRICT	5/29/84	264.50
GOLDMAN	STEVEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/23/84	140.50
GONZALEZ	JACK	POLICE OFFICER	FIFTEENTH DISTRICT	5/21/84	311.75
GRIFFIN	WAYNE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/27/84	281.00
HAGEMAN	KURT	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	6/15/84	113.00
HEAGNEY	JOHN E	POLICE OFFICER	EIGHTEENTH DISTRICT	6/12/84	78.50
KEEHN	MARTIN J	POLICE OFFICER	TWENTIETH DISTRICT	5/11/84	333.50
KOSTECKI	STEVEN	POLICE OFFICER	ELEVENTH DISTRICT	4/21/84	65.00
KUMIEGA	PAUL P	POLICE OFFICER	THIRD DISTRICT	4/02/84	147.00
VUKONICH	FRANK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/23/83	53513.21
WARNER	ROBERT J	SERGEANT	FIFTEENTH DISTRICT	5/18/84	400.00
BARANOWSKY	JOHN	FIREFIGHTER	TRUCK 4	3/10/84	13.00
BLISSETT	ALBERT	FIREFIGHTER	ENGINE COMPANY 16	3/31/84	12.50
BUTLER	JAMES	FIREFIGHTER	ENGINE COMPANY 74	4/08/83	216.00
CAPONERA	HAROLD	CAPTAIN	TRUCK 51	7/17/84	2051.75
COLON	PATRICIA	PARAMEDIC	AMBULANCE 33	2/15/83	75.00
COYLE	ROBERT	LIEUTENANT	TRUCK 4	8/12/83	11.00
CRAVEN	FRANK M	CAPTAIN	ENGINE COMPANY 106	2/05/84	25.00
CUMMINGS	PATRICK	FIREFIGHTER	ENGINE COMPANY 47	5/07/84	15.00
DEPEDER	DAVID	FIREFIGHTER	ENGINE COMPANY 84	12/14/83	25.00
DOYLE	JAMES	FIREFIGHTER	DISTRICT RELIEF 1	5/26/84	140.25
FITZGERALD	TIMOTHY	FIREFIGHTER	TRUCK 4	6/01/84	14.50
GANT	PIERRE	PARAMEDIC	AMBULANCE 4	5/26/84	35.00
GEARY	JOHN M	LIEUTENANT	TRUCK 10	11/01/81	431.51
GIBBONS	EDWIN	FIREFIGHTER	TRUCK 40	10/31/81	150.00
HAAS	WILLIAM	FIREFIGHTER	TRUCK 29	7/24/82	233.00

REPORT DATE 9/14/84
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/18/84

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LEWIS	ARTHUR	FIREFIGHTER	ENGINE COMPANY 98	3/16/79	1016.00
MARTINI	PHILLIP	ENGINEER	DISTRICT RELIEF 1	5/26/84	171.05
MCNULTY	JOHN	LIEUTENANT	ENGINE COMPANY 81	7/17/84	2189.70
MEYER	JOHN	FIREFIGHTER	TRUCK 60	12/01/83	67.09
OLSON	WILLIAM	BATTALION CHIEF	BATTALION 17	11/04/82	4133.70
OTOOLE	PATRICK	ENGINEER	ENGINE COMPANY 102	6/25/84	538.75
OTOOLE	TIMOTHY	FIREFIGHTER	DISTRICT RELIEF 1	10/25/83	50.00
PILS	FRANK	LIEUTENANT	ENGINE COMPANY 122	4/25/84	52.50
RABE	EDWARD	FIREFIGHTER	TRUCK 54	4/24/84	482.00
SERRATORE	GREGORY	PARAMEDIC	EMERGENCY MEDICAL SERVICES HDQ	10/27/80	40.00

REPORT DATE 9/14/84
PROGRAM--PFR010

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING ON 9/19/84
THIRD PARTY ORDERS

PAGE 1
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OPERATOR--AKW

********** EMPLOYEE NAME **********	******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CLAYBOURNE RONALD	FIREFIGHTER	TRUCK 11	8/31/84	13.00

(Continued from page 9251)

Reverend J. Rainey.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water service charges in the amount of $52.15 assessed against Rev. J. Rainey, No. 7851 S. Burnham Avenue.

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

Ada S. McKinley Community Services.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water assessments charged to the Ada S. McKinley Community Services, 32 W. Randolph Street, for their premises located at Nos. 2929-2937 S. Wabash Avenue, as follows:

Period	Amount
12/06/83 - 01/12/84	$15.53
01/12/84 - 02/10/84	31.28
02/10/84 - 03/13/84	117.89
03/13/84 - 04/09/84	141.51
04/09/84 - 05/08/84	173.00

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

Ada S. McKinley Community Services.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against the Ada S. McKinley Community Services, No. 32 W. Randolph Street (premise address: 1112 E. 87th Street) per attach four (4) bills.

SECTION 2. That the Department of Water is authorized and directed to exempt the said day care centers from the payment of any and all future water rates assessed against any of the premises owned and operated by the McKinley Community Services in the conduct of its business.

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

Action Deferred -- ON PROPOSED ORDINANCE AUTHORIZING CANCELLATION OF EXISTING WATER RATE FOR CHICAGO PORT DISTRICT.

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

CHICAGO, September 18, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the Commissioner of Water to cancel existing water rates for a certain Institution having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

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

The following is said ordinance which was transmitted with the foregoing committee report:

WHEREAS, Chapter 185, Section 185-47(c) of the Municipal Code of the City of Chicago confers upon the City Council of Chicago the power to designate such properties which shall be exempt from the payment of water rates; and

WHEREAS, The Chicago Port District was advised by the City of Chicago's Department of Water that the only way to assure acceptable water quality at its Iroquois Landing Facility was to run water out of a fire hydrant; and

WHEREAS, By heeding the advise of the City of Chicago's Department of Water, the Chicago Port District caused large amounts of water to pass through the Chicago Port District's meter; and

WHEREAS, As a result of the increased amount of unused water passing through its meter, the Chicago Port District has a disputed bill owing to the City of Chicago Department of Water in the amount of approximately $281,000; now, therefore,

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

SECTION 1. The Chicago Port District is hereby relieved of paying any bill or payment currently owed by the Chicago Port District to the City of Chicago's Department of Water.

SECTION 2. Pursuant to Chapter 185, Section 185-47(c) of the Municipal Code of the City of Chicago, the Chicago Port District is hereby exempt from paying any bill or payment to the Department of Water.

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

COMMITTEE ON AVIATION.

AUTHORITY GRANTED FOR AGREEMENT OF LIMITED AGENCY BETWEEN CITY AND STATE FOR IMPROVEMENTS AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 18, 1984.

To The President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 4, 1984, by the Department of Aviation) authorizing execution of agreement of limited agency between the City of Chicago and the State of Illinois for improvements at the Chicago Midway Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

On motion of Alderman Damato 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form:

[Agency and Participation Agreement printed on pages 9259 thru 9264 of this Journal.]

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

AUTHORITY GRANTED FOR EXECUTION OF GRANT APPLICATION BETWEEN CITY AND FEDERAL AVIATION ADMINISTRATION FOR IMPROVEMENTS AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 18, 1984.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 4, 1984, by the Department of Aviation) authorizing execution of a grant application between the City of Chicago and the Federal Aviation Administration for improvements at the Chicago Midway Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

(Continued on page 9265)

AGENCY AND PARTICIPATION AGREEMENT
Federal Assistance Airport Project

Federal Project Number 3-17-0025-04
Illinois Project Number _____

THIS AGREEMENT, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part.

WITNESSETH:

WHEREAS, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-Midway Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvement Act of 1982; and

WHEREAS, the Municipality desired to sponsor a project for the further development of said Chicago-Midway Airport to be known as Project Number 3-17-0025-04, Illinois Project Number _____; under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

WHEREAS, the project is more specifically described as the aviation easements and land reimbursement; and

WHEREAS, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0025-04 and responsive thereto the Federal Government, through the Federal Aviation Administration, has or will issue to the Municipality a Grant Agreement in the sum of Eleven Million Forty Three Thousand Nine Hundred Seventy Dollars ($11,043,970.);and

WHEREAS, the Division has had appropriated to it certain monies for the development of public air navigation facilities, subject to the provisions of Section 34 of the Illinois Aeronautics Act; and

WHEREAS, the Municipality has requested assistance of the Division in making up the amount of, and payment of the non-Federal share of the costs and expenses of said project, and to act as its agent in certain matters connected therewith; and

WHEREAS, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payments of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. *The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.*

2. *The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.*

3. *As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.*

4. *Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.*

5. *The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered*

by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.

6. *The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.*

   (a) *To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.*

   (b) *To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.*

7. *The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.*

8. *The estimated total cost of said project is Twelve Million Two Hundred Seventy-one Thousand Nine Hundred Seventy Dollars ($12,271,970.); the Division hereby agrees, with the approval of the Governor, to participate in the project, for payment of such project costs as are not barred by Section 34 of Illinois Aeronautics Act, from funds appropriated to the Division by and under Section 16, House Bill 439 of the 82nd General Assembly provided that, in the event said funds appropriated lapse or expire due to time limitations, then payment of project costs shall be made by the Division from reappropriated funds from that appropriation under and by virtue of subsequent Public Acts enacted by the same or succeeding General Assembly of the State of Illinois. The amount of participation will be as follows: on project costs eligible for ninety percent (90%) F.A.A. participation, the Division will participate up to five percent (5%). Subject to the approval of the Governor, the State will participate equally with the City to the extent of the aforesaid percentages in all allowable and justifiable overruns, but in no event shall the Division's financial participation in the overruns and contingencies cost cause the total amount of the sponsors participation in the overall project to exceed $613,554. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division, which shall be in excess of the percentage State financial participation hereinabove provided for.*

Payments to the Contractors and/or Engineer shall be made by the Municipality from time to time on the basis of invoices for work performed

submitted to and approved by the Chief Engineer. The Division shall reimburse the Municipality for payments to the Contractors and/or Engineer for work performed, provided that the Division's obligation to reimburse the Municipality shall not exceed total Federal and State participation, and provided further that ten percent (10%) of the total Federal and State participation shall be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractors and/or Engineer are complied with.

However, the Municipality specifically agrees that in any event it will pay on the project costs any amount by which the total of actual project costs may and shall exceed the sum of the State funds as are herein committed and the Federal funds granted to or allowed and paid on project costs, as the same may be incurred by reason of contingencies, overruns, engineering errors, or otherwise in order to complete the work called for by the project Grant Agreement with the United States and the Project Plans and Specifications, as the same may, with the express consent and approval of the Municipality, be amended, changed, modified, or supplemented—subject, however, and only, to the limitations as to revenue raising and restrictions on bonded indebtedness imposed by State statutes and constitution.

9. *The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals there from, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.*

10. *The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.*

11. *The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the convenants and assurances of the Municipality made with and to the United States.*

12. *The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.*

13. *Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.*

14. *To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.*

15. *In the event that the Municipality is unable to or does not diligently pursue the project to the completion of a usable facility, then the Municipality shall reimburse the Division for any funds expended by virtue of this agreement.*

16. *This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.*

17. *It is understood by the Municipality that in the event the Municipality should be determined to be in default of any of its obligations under this Agreement, the Division may refuse to fund or program any additional projects until such time as this project has been satisfactorily completed.*

18. *The Municipality agrees to keep complete and adequate books and records relating to the Project described in this Agreement and all books and records should be open to inspection and examination by the Division or the Federal Aviation Administration (if applicable) at all reasonable times.*

19. *The Municipality does hereby agree to maintain and keep operational this public air navigation facility throughout the useful life of the facility for the use and benefit of the public for a period not less than twenty (20) years from the date of execution of this agreement. Any breach of these conditions on the part of the Sponsor may result in the suspension or termination of, or refusal to provide State assistance under future programs, or such other action which may be necessary to enforce the rights of the State of Illinois under this agreement.*

20. *The Municipality agrees to construct and complete a useful and usable facility in accordance with the latest approved Layout Plan within a specified period based on anticipated need.*

21. *The Municipality agrees not to dispose of airport land by sale or lease without consent and approval of the Division and the F.A.A.*

22. *In the event approval is given to dispose of airport land, the Municipality agrees to refund the State and Federal share of the acquisition cost or the fair market value of the land at the time of sale, whichever is greater, based upon the percent of participation in the original purchase.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates repectively here after set forth.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
Party of the First Part

ATTEST:

_____
Chief Engineer

BY _____
Secretary

DATE _____
(SEAL)

CITY OF CHICAGO
a municipal corporation
of the State of Illinois
Party of the Second Part

ATTEST:

_____
City Clerk
(SEAL)

BY _____
Mayor

APPROVED:

_____
City Comptroller

BY _____
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Corporation Counsel

DATE: _____

(Continued from page 9258)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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 Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval by the City Council and as to form and legality by the Corporation Counsel an Application for Federal Assistance, said Application to be in the form as attached.

[Application for Federal Assistance printed on pages 9266 thru 9287 of this Journal.]

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately $613,554.

SECTION 3. That the Mayor, as the applicant in the aforesaid application is hereby authorized to accept in and for the City of Chicago and the Department of Aviation any grant offer and subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT OF LIMITED AGENCY BETWEEN CITY AND STATE FOR IMPROVEMENTS AT CHICAGO-O'HARE INT'L. AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 18, 1984.

(Continued on page 9288)

OMB Approval No. 29-R0218

FEDERAL ASSISTANCE

2. APPLICANT'S APPLICATION	a. NUMBER	3. STATE APPLICATION IDENTIFIER	a. NUMBER
	b. DATE Year month day 19 84 8 6		b. DATE ASSIGNED Year month day 19

1. TYPE OF ACTION (Mark appropriate box)
- ☐ PREAPPLICATION
- ☒ APPLICATION
- ☐ NOTIFICATION OF INTENT (Opt.)
- ☐ REPORT OF FEDERAL ACTION

Leave Blank

SECTION I—APPLICANT/RECIPIENT DATA

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: City of Chicago
- b. Organization Unit: Department of Aviation
- c. Street/P.O. Box: Room 1111 - City Hall
- d. City: Chicago
- e. County: Cook
- f. State: Illinois
- g. ZIP Code: 60602
- h. Contact Person (Name & telephone No.): Jack Delaney : 312 - 744-4378

5. FEDERAL EMPLOYER IDENTIFICATION NO.

6. PROGRAM (From Federal Catalog)
- a. NUMBER: 20.102
- b. TITLE:

7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT

Chicago Midway Airport
1984 Development Program

8. TYPE OF APPLICANT/RECIPIENT
A-State; B-Interstate; C-Substate District; D-County; E-City; F-School District; G-Special Purpose District; H-Community Action Agency; I-Higher Educational Institution; J-Indian Tribe; K-Other (Specify):
Enter appropriate letter: F

9. TYPE OF ASSISTANCE
A-Basic Grant; B-Supplemental Grant; C-Loan; D-Insurance; E-Other
Enter appropriate letter(s): A

10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.)
Cook, Will, DuPage

11. ESTIMATED NUMBER OF PERSONS BENEFITING
6,000,000

12. TYPE OF APPLICATION
A-New; B-Renewal; C-Revision; D-Continuation; E-Augmentation
Enter appropriate letter: A

13. PROPOSED FUNDING

a. FEDERAL	$11,043,970 .00
b. APPLICANT	613,554 .00
c. STATE	613,554 .00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$12,271,078 .00

14. CONGRESSIONAL DISTRICTS OF:
- a. APPLICANT
- b. PROJECT

15. PROJECT START DATE Year month day: 1984 10 1

16. PROJECT DURATION: Months

17. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY: Year month day 19 84 8 15

15. TYPE OF CHANGE (For 12a or 12c)
A-Increase Dollars; B-Decrease Dollars; C-Increase Duration; D-Decrease Duration; E-Cancellation; F-Other (Specify):
Enter appropriate letter(s):

19. EXISTING FEDERAL IDENTIFICATION NUMBER: N/A

20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code)
FAA, Chicago ADO, 2300 E. Devon Ave., Des Plaines, Illinois 60018

21. REMARKS ADDED ☒ Yes ☐ No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT ▶

a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:

		No response	Response attached
(1)	NIPC A-95 Review	☐	☒
(2)		☐	☐
(3)		☐	☐

23. CERTIFYING REPRESENTATIVE
- a. TYPED NAME AND TITLE: Thomas Kapsalis, Commissioner
- b. SIGNATURE: Thomas Kapsalis
- c. DATE SIGNED Year month day: 19 84 8 8

SECTION III—FEDERAL AGENCY ACTION

24. AGENCY NAME

25. APPLICATION RECEIVED Year month day 19

26. ORGANIZATIONAL UNIT

27. ADMINISTRATIVE OFFICE

28. FEDERAL APPLICATION IDENTIFICATION

29. ADDRESS

30. FEDERAL GRANT IDENTIFICATION

31. ACTION TAKEN
- ☐ a. AWARDED
- ☐ b. REJECTED
- ☐ c. RETURNED FOR AMENDMENT
- ☐ d. DEFERRED
- ☐ e. WITHDRAWN

32. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

33. ACTION DATE ▶ Year month day 19

34. STARTING DATE Year month day 19

35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

36. ENDING DATE Year month day 19

37. REMARKS ADDED ☐ Yes ☐ No

38. FEDERAL AGENCY A-95 ACTION
a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.

b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)

424-101

STANDARD FORM 424 PAGE 2 (10-[illegible])
Prescribed by GSA, Federal Management Circular 74-7

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
___ Yes X No
Name of Governing Body ___
Priority Rating ___

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
___ Yes X No (Attach Documentation)
Name of Agency or Board ___

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
X Yes ___ No
(Attach Comments)
SEE ATTACHED

Item 4.
Does this assistance request require State, local, regional or other planning approval?
___ Yes X No
Name of Approving Agency ___
Date ___

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ___ No
Check one: State ☐ Local ☐ Regional ☐
Location of plan Room 1111, City Hall

Item 6.
Will the assistance requested serve a Federal installation?
___ Yes X No
Name of Federal Installation ___
Federal Population benefiting from Project ___

Item 7.
Will the assistance requested be on Federal land or installation?
___ Yes X No
Name of Federal Installation ___
Location of Federal Land ___
Percent of Project ___

Item 8.
Will the assistance requested have an impact or effect on the environment?
___ Yes X No
See instruction for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals families, businesses, or farms?
___ Yes X No
Number of:
Individuals ___
Families ___
Businesses ___
Farms ___

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated?
___ Yes X No
See instructions for additional information to be provided.

FAA Form 5100-100 (6-72) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7

P

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R0

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.–The Sponsor has taken the following actions to assure compatible usage of land adjacent to o the vicinity of the airport:

City of Chicago Zoning Ordinance
Cook County Zoning Ordinance

2. Defaults.–The Sponsor is not in default on any obligation to the United States or any agency of the United States Gove ment relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.–There are no facts or circumstances (including the existence of effective or proposed leases, agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedi which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.–(a) The Sponsor holds the following property interest in the following areas of land* which are to be develo or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse inter all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Exhibit "A" is on file with the F.A.A.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse inte of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here, by area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R02

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and th such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work und the Project, the following property interest in the following areas of land* on which such construction work is to be perform all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work un the Project, the following property interest in the following areas of land* which are to be developed or used as part of or connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementior property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owi or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse inter of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 80-R018

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No. 20-102

2. Functional or Other Breakout ..... _____

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$ 100,000
2. Preliminary expense			
3. Land, structures, right-of-way			1,096,078
4. Architectural engineering basic fees			375,000
5. Other architectural engineering fees			
6. Project inspection fees DPW			1,458,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			8,410,000
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			11,439,078
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			11,439,078
17. Less: Ineligible Exclusions			
18. Add: Contingencies			832,000
19. Total Project Amt. (Excluding Rehabilitation Grants)			12,271,078
20. Federal Share requested of Line 19			11,043,970
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			11,043,970
23. Grantee share			613,554
24. Other shares			613,554
25. Total project (Lines 22, 23 & 24)	$	$	$ 12,271,078

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DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 80-R018

SECTION C – EXCLUSIONS

26 Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	*613,554*
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL – Grantee share	*613,554*
28. Other Shares	
a. State	*613,554*
b. Other	
c. Total Other Shares	*1,227,108*
29. TOTAL	$ *12,271,078*

SECTION E – REMARKS

PART IV PROGRAM NARRATIVE (Attach – See Instructions)

FAA Form 5100-100 (5-73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7

FA - AC 73-0233 Page 5

NIPC PROJECT NO. 83-449

A-95 SUMMARY RECOMMENDATIONS

NORTHEASTERN ILLINOIS PLANNING COMMISSION

APPLICANT: City of Chicago Department of Aviation

SUBJECT: FAA fund request for the Chicago Midway Airport 1984 Development Program which includes reconstruction of Runway 13R/31L shoulders, Runway 4R/22L shoulders and storm drain system; replacement of power distribution system; and construction of a west ramp taxiway.

STAFF RECOMMENDATION:

[XX] SUPPORT [ ] CONDITIONAL SUPPORT [ ] DO NOT SUPPORT

REVIEW COMMENTS:

The proposed Midway Airport 1984 Development Program is consistent with both the Regional Airport System Plan, a component of the TSD; and the Chicago Midway Airport Master Plan Study, found consistent by the Committee as project number 83-114.

The 1984 Development Program includes activities identified as part of Stage I development activities scheduled for the period 1982 through 1986. Projects in this stage of development, including the 1984 activities, comprise airfield related facilities, air carrier related facilities, general aviation facilities, airport obstruction removal activities, and other development projects.

CHICAGO MIDWAY AIRPORT
1984 DEVELOPMENT PROGRAM
APPLICATION FOR FEDERAL ASSISTANCE

Project Number	*Item*
MDW 2066-02	*Reconstruction of Storm Drainage System in South Triangle.* *Reconstruct the storm drainage system by rebuilding the existing system and construction of new drainage system consistent with the ALP. This project is intended to relieve both airport and community flooding. This phase includes construction of the storm drainage for the south development area which is approximately 25 percent of the total project.*
MDW 3036	*Construct New 13R-31L Runway* *Construction of a new parallel runway (for general aviation aircraft) 500 feet centerline-to-centerline, south of the existing runway 13R-31L. This new runway will require approximately 5,100 feet of pavement and will provide a 3,850 foot long by 60 foot wide parallel runway. This project will expedite the flow of aircraft to and from the western and southern areas of the airport. It includes 12 foot wide shoulders, edge drains and edge lights.*
MDW 4009	*Construct 13R-31L Parallel Taxiway* *Construct a general aviation strength taxiway parallel to new runway 13R-31L (MDW Project 3036 above) from the northern edge of the west triangle ramps to the eastern edge of the south triangle. The taxiway is 4,700 feet long, and 35 feet wide. This project will improve runway capability, aircraft circulation, and operational flexibility.*
MDW 4023	*Land Acquisition* *Acquire Parcel 27 and 28, approximately 10 acres of vacant land east of Cicero Avenue.*
MDW 2066-04	*Engineer Storm Drainage* *Prepare Construction Documents for the West and North side of Chicago Midway Airport. As with the South Triangle, this is all consistent with the ALP.*

PART V

ASSURANCES

These assurances are to be attached to and become a part of this grant agreement.

For airport development projects, these assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights and real property acquired with Federal funds.

For planning projects, only assurances no. 1 (as marked), 2, 3, 4, 16, 25, 26, 30, 31, and 32 appply, unless otherwise specified in the grant agreement.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with the following laws, regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project:

Federal Legislation

a. Federal Aviation Act of 1958
b. Hatch Act *
c. Federal Fair Labor Standards Act *
d. Davis-Bacon Act
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Titles II and III *
f. National Historic Preservation Act of 1966 - Section 106
g. Archeological and Historic Preservation Act of 1966
h. Flood Disaster Protection Act of 1973 - Section 102(a)
i. Rehabilitation Act of 1973 - Section 504, Section 503
j. Civil Rights Act of 1964 - Title VI *
k. Aviation Safety and Noise Abatement Act of 1979 *
l. Age Discrimination Act of 1975
m. Architectural Barriers Act of 1968
n. Vietnam Era Veterans' Readjustment Assistance Act of 1974 - Section 402
o. Airport and Airway Improvement Act of 1982
p. Powerplant and Industrial Fuel Use Act of 1978 - Section 403

Federal Regulation

a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964. *

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b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs. *

c. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.

d. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements, Including those Relating to Disabled Veterans and Veterans of the Vietnam Era and Handicapped Workers). *

e. 14 CFR Part 150 - Airport Noise Compatibility Planning. *

Office of Management and Budget Circulars

a. A-95 - Evaluation, Review and Coordination of Federal and Federally Assisted Programs and Projects. *
b. A-102 - Uniform Requirements for Assistance to State and Local Governments. *
c. FMC-74-4 - Cost Principles Applicable to Grants and Contracts with State and Local Governments. *

Executive Orders

a. 11246 - Equal Employment Opportunity in Federal and Federally Assisted Contracting. *
b. 11593 - Historic Preservation.
c. 11288 - Prevention, Control and Abatement of Water Pollution.
d. 11926 - Evaluation of Flood Hazards.

Specific assurances required to be included in grant agreements by any of the above are incorporated by reference in this grant agreement. Items marked with (*) apply to both development and planning grants.

2. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of approval of the project) of public agencies authorized by the State in which such airport is located to plan for the development of the area surrounding the airport and will contribute to the accomplishment of the purposes of the Act.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States and sufficient funds to assure operation and maintenance of the facility for the purposes constructed.

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4. Authority of Sponsor. It has legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

5. Good Title to Airport. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site therefor, or will give assurance satisfactory to the Secretary that good title will be acquired.

6. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.

7. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with the goals and objectives of such planning as has been carried out by the community and shall, when requested by the Secretary, submit a copy of the transcript to the Secretary.

8. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

9. Economic Nondiscrimination. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses including the requirement that (A) each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such

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nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and such nondiscriminatory and substantially comparable rules, regulations, and conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed-based operator at any airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport utilizing the same or similar facilities, and (C) each air carrier using such airport shall have the right to service itself or to use any fixed-base operator that is authorized by the airport or permitted by the airport to serve any air carrier at such airport, and (D) that in any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor--

(1) to furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(E) that it will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform, and (F) in the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.

Provided, that the sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided further, that the sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operaiton of the airport or necessary to service the civil aviation needs of the public.

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10. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and (2) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act.

11. Airport Operation and Maintenance. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions.

It will operate and maintain in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for maintenance and operation, the airport and all facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes; provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or

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circumstance beyond the control of the sponsor. In furtherance of this covenant, the sponsor will have in effect at all times arrangements for—

a. Operating the airport's aeronautical facilities whenever required;

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

12. Hazard Removal and Mitigation. It will adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

13. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

14. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that—

a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

15. Land for Federal Facilities. It will furnish without cost to the Federal Government for construction, operation and maintenance of

facilities for, and uses in connection with, any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written requests from the Secretary.

16. Standard Accounting Systems. It will keep all project accounts and records in accordance with a standard system of accounting prescribed by the Secretary.

17. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection, except that no part of the Federal share of an airport development or airport planning project for which a grant is made under this title or under the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

18. Reports and Inspections. It will submit to the Secretary such annual or special airport financial and operations reports as the Secretary may reasonably request and will make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

19. Airport Revenue. It will expend all revenues generated by the airport, if it is a public airport, for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and directly related to the actual transportation of passengers or property: Provided, however, that if covenants or assurances in debt obligations previously issued by the owner or operator of the airport, or provisions in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all other revenues generated by the airport shall not apply.

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20. Consultation with Users. In making a decision to undertake any airport development project under this title, it shall undertake reasonable consultations with affected parties using the airport at which the project is proposed.

21. Terminal Development Prerequisites. For projects which include terminal development, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.

22. Construction Inspection and Approval. It shall subject the construction work on any project for airport development contained in an approved project grant application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

23. Minimum Wage Rates. It will include, in all contracts in excess of $2,000 for work on projects for airport development approved under this title which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

24. Veterans Preference. It shall include, in all contracts for work under project-grants for airport development which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

25. Audits and Recordkeeping Requirements. It shall keep such records as the Secretary may prescribe, including records which fully disclose the amount and the disposition by the recipient of the proceeds of the grant, the total cost of the plan or program in connection with which the grant is given or used, and the amount

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and nature of that portion of the cost of the plan or program supplied by other sources, and such other records as will facilitate an effective audit and it shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to grants received under this title. The Secretary may require that an appropriate audit be conducted by a recipient.

26. Audit Reports. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the plan or program in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.

27. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.

28. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant.

29. Airport Layout Plan. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities other than in conformity with the airport layout plan as so approved by the Secretary if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

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30. Preserving Airport Rights and Powers. It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances herein without the written approval of the Secretary, and will act to acquire, extinguish or modify any outstanding rights or claims of right of others which would interefere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer. The obligation to perform all such covenants may be assumed by another public agency found by the Secretary to be eligible under the Act to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Act, the regulations and these covenants.

31. Construction Accomplishment. It will execute the project in accordance with plans, specifications, and schedules as approved by the Secretary, and incorporated herein, or with modifications similarly approved, and will provide and maintain competent technical supervision at the construction site to assure that completed work conforms with the approved plans and specifications.

32. Planning Projects. In carrying out planning projects, that:

a. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

b. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a planning grant provided by the Secretary.

c. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

d. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

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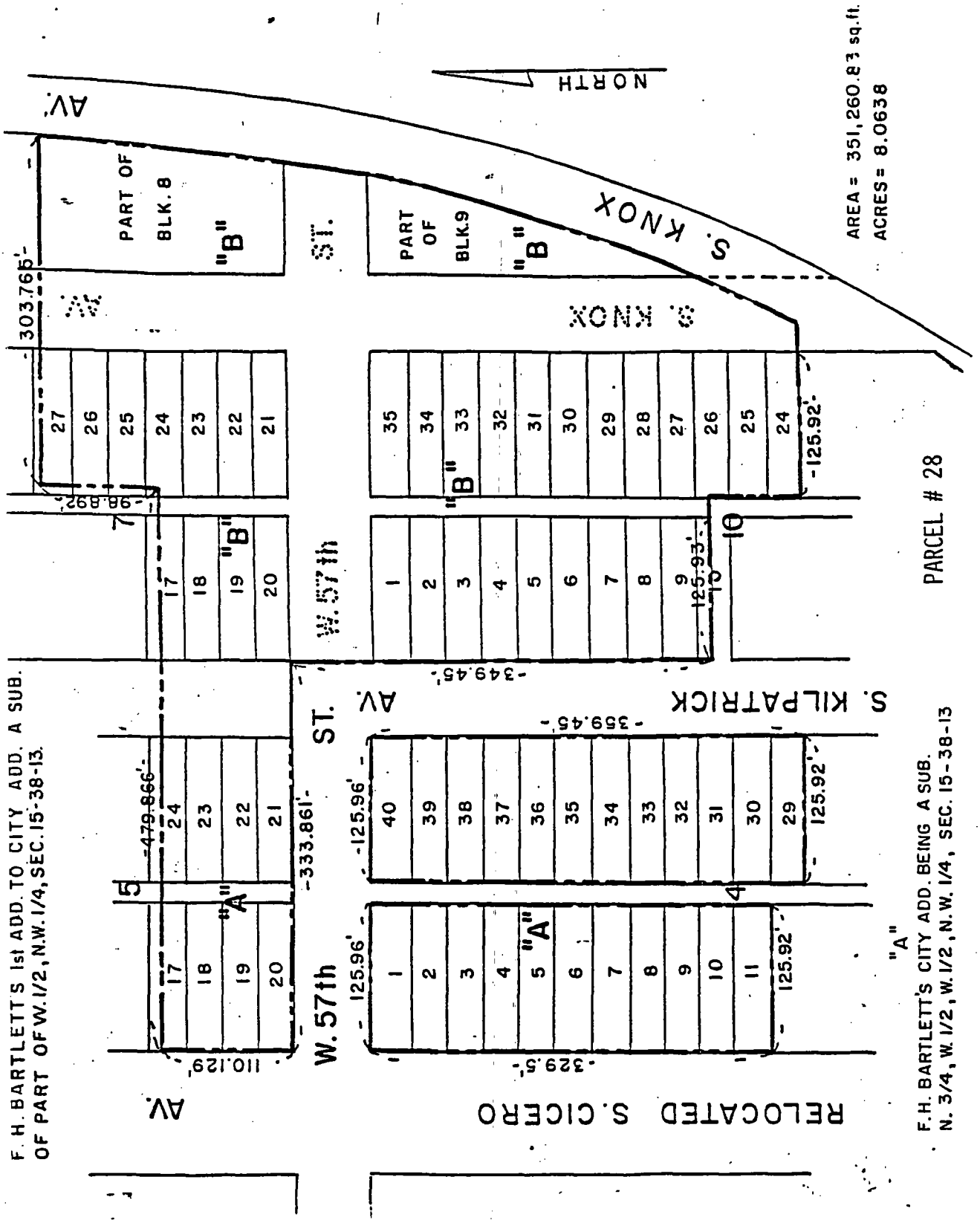
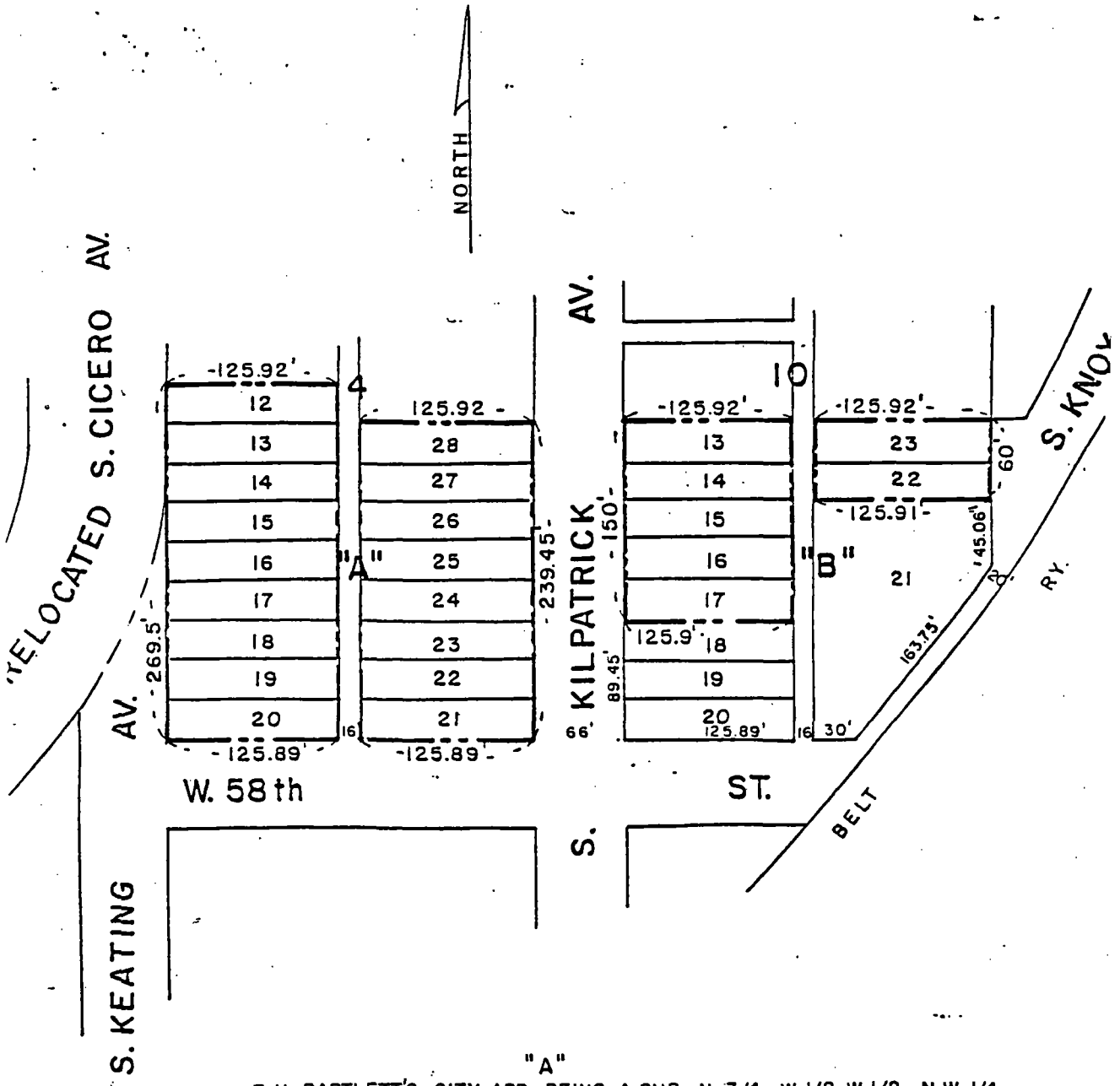
e. It will grant the the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

f. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

g. It understands and agrees that the Secretary approval of this project grant or the Secretary approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

FAA Form 5100-100 (8-82)


NORTH
AREA = 351,260.83 sq.ft.
ACRES = 8.0638
PARCEL # 28
S. KNOX AV.
S. KILPATRICK AV.
RELOCATED S. CICERO AV.
W. 57th ST.
PART OF BLK. 8 "B"
PART OF BLK. 9 "B"
"A"
"B"
303.76'
125.92'
349.45'
359.45'
329.5'
333.86'
479.86'
125.96'
110.12'
98.892'
125.93'
F. H. BARTLETT'S 1st ADD. TO CITY ADD. A SUB. OF PART OF W. 1/2, N.W. 1/4, SEC. 15-38-13.
F. H. BARTLETT'S CITY ADD. BEING A SUB. N. 3/4, W. 1/2, W. 1/2, N.W. 1/4, SEC. 15-38-13



"A"

F. H. BARTLETT'S CITY ADD. BEING A SUB. N. 3/4, W. 1/2, W. 1/2, N.W. 1/4, SEC. 15-38-13.

"B"

F. H. BARTLETT'S 1st ADD. TO CITY ADD. A SUB OF PART OF W. 1/2, N.W. 1/4, SEC. 15-38-13.

AREA = 90,520.75 sq.ft.

ACRES = 2.078

PARCEL# 27

MIDWAY DEVELOPMENT PROGRAM
04 APPLICATION
ESTIMATED COST AND FUNDING SPLIT

PROJECT NUMBER	ITEM	TOTAL COST	FEDERAL FUND	STATE FUND	CITY SHARE
MDW 2066-02	Storm Drain System, South Triangle Area	$ 1,000,000	$ 900,000	$ 50,000	$ 50,000
MDW 3036	Construct New Runway	7,700,000	6,930,000	385,000	385,000
MDW 4009	Construct 13R-31L Parallel Taxiway	2,000,000	1,800,000	100,000	100,000
MDW 4023	Land Acquisition, 10 acres East of Cicero Avenue	1,196,078	1,076,470	59,804	59,804
MDW 2066-04	Engineering for Storm Drainage System (Except South Triangle and Terminal Areas).	375,000	337,500	18,750	18,750
	TOTALS	$ 12,271,078	$ 11,043,970	$ 613,554	$ 613,554

(Continued from page 9265)

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on June 20, 1984) authorizing execution of agreement of limited agency between the City of Chicago and the State of Illinois for improvements at the Chicago-O'Hare International Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

On motion of Alderman Damato 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agreement of Limited Agency between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form:

[Agreement of Limited Agency printed on pages 9289 thru 9293 of this Journal.]

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

AGREEMENT OF LIMITED AGENCY

Federally Assistance Airport Project

Federal Project Number 3-17-0022-03
Illinois Project Number 83A-36-967

THIS AGREEMENT, made an entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part

WITNESSETH:

WHEREAS, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-O'Hare International Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvement Act of 1982; and

WHEREAS, the Municipality desired to sponsor a project for the further development of said Chicago-O'Hare International Airport to be known as Project Number 3-17-0022-03 under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

WHEREAS, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0022-03 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of Two Million Four Hunderd Seventy Nine Thousand Seven Hundred Twenty Five Dollars ($2,479,725.); and

WHEREAS, the Municipality has appropriated certain monies for the improvement of Chicago-O'Hare International Airport; and

WHEREAS, the Municipality has requested the Division to act as its agent in certain matters connected with said Project Number 3-17-0022-03 pursuant to statue; and

WHEREAS, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said Project Number 3-17-0022-03 and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payment of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. *The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.*

2. *The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.*

3. *As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractural party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.*

4. *Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.*

5. *The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s), and will further prepare and transmit such project reports as shall be reqired by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed inn accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.*

6. *The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.*

(a) *To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsive or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.*

(b) *To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.*

7. *The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.*

8. *The estimated total cost of said project is Three Million Six Thousand Three Hundred Dollars ($3,306,300.); and a Grant Offer from the United States tendered in the amount of Two Million Four Hundred Seventy Nine Thousand Seven Hundred Twenty Five Dollars ($2,479,725.); and*

Accordingly, it is estimated that the share of the Municipality in the cost of the Project Number 3-17-0022-03 will be Eight Hundred Twenty Six Thousand Five Hundred Seventy Five Dollars ($826,575.); and

However, the Municipality specifically agrees that in any event it will pay on the project costs any amount of which the total of actual project costs may and shall exceed the amount of Federal Funds granted to or allowed and paid on project costs, as the same way, with the express consent and approval of the Municipality, be supplemented, amended, changed, or modified subject, however, and only to the budgetary limitation.

9. *The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.*

10. *The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.*

11. *The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the convenants and assurances of the Municipality made with and to the United States.*

12. *The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.*

13. *Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.*

14. *To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.*

15. *This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates repectively hereafter set forth.

ATTEST _____
Chief Engineer

DATE _____
(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
Party of the First Part

BY _____
Secretary

CITY OF CHICAGO, a municipal corporation of the State of Illinois
Party of the Second Part

DATE _____

BY _____
Mayor

DATE _____

BY _____
Commissioner of Aviation

ATTEST:

_____
City Comptroller

ATTEST:

_____
City Clerk

(SEAL)

Approved as to Form and Legality

DATE _____

_____
Corporation Counsel

AUTHORITY GRANTED FOR EXECUTION OF GRANT APPLICATION BETWEEN CITY AND FEDERAL AVIATION ADMINISTRATION FOR IMPROVEMENTS AT CHICAGO-O'HARE INT'L. AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 18, 1984.

To the President and Members of the City Council:

Your Committee on Aviation begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on June 20, 1984) authorizing the filing of a grant application between the City of Chicago and the Federal Aviation Administration for improvements at the Chicago- O'Hare International Airport.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

On motion of Alderman Damato 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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 Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval by the City Council and as to form and legality by the Corporation Counsel an Application for Federal Assistance said Application to be in the form as attached.

[Application for Federal Assistance printed on pages 9296 thru ~~9311~~ 9316 of this Journal.]

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately $826,575.

SECTION 3. That the Mayor, as the applicant in the aforesaid application is hereby authorized to accept in and for the City of Chicago and the Department of Aviation any grant offer and subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

COMMITTEE ON ECONOMIC DEVELOPMENT.

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND AUTHORIZED FOR PROJECT BY BERMAN REICIN PARTNERSHIP.

The Committee on Economic Development submitted the following report:

CHICAGO, September 18, 1984.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on September 6, 1984) for the conditional approval of an industrial revenue bond in the amount of $500,000 to finance an industrial development project in the City of Chicago to be owned by the Berman Reicin Partnership, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

(Continued on page ~~9316~~ 9317)

OMB Approval No. 29-R0218

FEDERAL ASSISTANCE

2. APPLICANT'S APPLICATION — a. NUMBER: 3-17-0022-03; b. DATE (Year month day): 19 84 6 11

3. STATE APPLICATION IDENTIFIER — a. NUMBER: ; b. DATE ASSIGNED (Year month day): 19

1. TYPE OF ACTION (Mark appropriate box)
- [ ] PREAPPLICATION
- [X] APPLICATION
- [ ] NOTIFICATION OF INTENT (Opt.)
- [ ] REPORT OF FEDERAL ACTION

Leave Blank

SECTION I—APPLICANT/RECIPIENT DATA

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: City of Chicago
- b. Organization Unit: Department of Aviation
- c. Street/P.O. Box: Room 1111 - City Hall-121 N. LaSalle
- d. City: Chicago
- e. County: Cook
- f. State: Illinois
- g. ZIP Code: 60602
- h. Contact Person (Name & telephone No.): Jack Delaney (312) 744-4378

5. FEDERAL EMPLOYER IDENTIFICATION NO.:

6. PROGRAM (From Federal Catalog) — a. NUMBER: 20 | 102; b. TITLE: Airports Improvement Program

7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT

ORD 4072 Lake O'Hare Force Feed Main
ORD 4107 Four (4) Snow Blowers
ORD 4106 Five (5) Snow Brooms
ODP 620 Relocation of Navaids

8. TYPE OF APPLICANT/RECIPIENT
A-State; B-Interstate; C-Substate District; D-County; E-City; F-School District; G-Special Purpose District; H-Community Action Agency; I-Higher Educational Institution; J-Indian Tribe; K-Other (Specify):
Enter appropriate letter: E

9. TYPE OF ASSISTANCE
A-Basic Grant; B-Supplemental Grant; C-Loan; D-Insurance; E-Other
Enter appropriate letter(s): A

10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.): Chicago Standard Metropolitan Area

11. ESTIMATED NUMBER OF PERSONS BENEFITING: 6,000,000

12. TYPE OF APPLICATION
A-New; B-Renewal; C-Revision; D-Continuation; E-Augmentation
Enter appropriate letter: A

13. PROPOSED FUNDING

a. FEDERAL	$ 2,479,725 .00
b. APPLICANT	825,575 .00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ 3,306,300 .00

14. CONGRESSIONAL DISTRICTS OF: a. APPLICANT; b. PROJECT

15. TYPE OF CHANGE (For 11c or 11e)
A-Increase Dollars; B-Decrease Dollars; C-Increase Duration; D-Decrease Duration; E-Cancellation; F-Other (Specify):
Enter appropriate letter(s):

16. PROJECT START DATE (Year month day): 1984 8 1

17. PROJECT DURATION: 16 Months

18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY (Year month day): 19 84 6 15

19. EXISTING FEDERAL IDENTIFICATION NUMBER:

20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code): Federal Aviation Administration - Des Plaines, Illinois

21. REMARKS ADDED: [X] Yes [ ] No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT ▶

a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:

		No response	Response attached
(1)	NIPC A-95 Review	[ ]	[X]
(2)		[ ]	[ ]
(3)		[ ]	[ ]

23. CERTIFYING REPRESENTATIVE — a. TYPED NAME AND TITLE: Thomas Kapsalis, Commissioner of Aviation; b. SIGNATURE: Thomas Kapsalis; c. DATE SIGNED (Year month day): 19 84 6 11

SECTION III—FEDERAL AGENCY ACTION

24. AGENCY NAME

25. APPLICATION RECEIVED (Year month day): 19

26. ORGANIZATIONAL UNIT

27. ADMINISTRATIVE OFFICE

28. FEDERAL APPLICATION IDENTIFICATION

29. ADDRESS

30. FEDERAL GRANT IDENTIFICATION

31. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. DEFERRED
- [ ] e. WITHDRAWN

32. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

33. ACTION DATE ▶ (Year month day): 19

34. STARTING DATE (Year month day): 19

35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

36. ENDING DATE (Year month day): 19

37. REMARKS ADDED: [ ] Yes [ ] No

38. FEDERAL AGENCY A-95 ACTION

a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part I, OMB Circular A-95, it has been or is being made.

b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)

424-101

STANDARD FORM 424 PAGE 1 (10-75)
Prescribed by GSA, Federal Management Circular 74-7

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-R01

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.
Does this assistance request require State, local, regional, or other priority rating? ____Yes __X__No
Name of Governing Body ____
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances? ____Yes __X__No (Attach Documentation)
Name of Agency or Board ____

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? __X__Yes ____No (Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval? ____Yes __X__No
Name of Approving Agency ____
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan? __X__Yes ____No
Check one: State ☐ Local ☒ Department of Aviatio Regional ☐ Room 1111
Location of plan City Hall

Item 6.
Will the assistance requested serve a Federal installation? __X__Yes ____No
Name of Federal Installation U.S. Air Force 928th Airlift Group
Federal Population benefiting from Project 2,100

Item 7.
Will the assistance requested be on Federal land or installation? ____Yes __X__No
Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment? ____Yes __X__No
See instruction for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals families, businesses, or farms? ____Yes __X__No
Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated? __X__Yes ____No
See instructions for additional information to be provided.

FAA Form 5100-1(-) (6-73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7

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DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 50-R011

PART II – SECTION B

11. SITES AND IMPROVEMENTS: X Not required. _____ Attached as exhibits
Applicant intends to accuire the site through:
_____ Eminent domain. _____ Negotiated purchase. _____ Other means (specify)

12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN:
X Applicant. _____ Agency or institution operating the facility _____ Other (specify)

13. INDICATE WHETHER APPLICANT OPERATOR HAS:
X Fee simple title. _____ Leasehold interest. _____ Other (specify)

14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION:
a. Length of lease or other estate interest _____, and number of years to run _____
b. Is lease renewable? _____ Yes _____ No
c. Current appraised value of land $ _____ N/A
d. Annual rental rate $ _____

15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT/OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID. There have been no changes since last grant agreement.

16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.

17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY. N/A

18. ATTACH PLOT PLAN.

19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required. X Being prepared. _____ Attached as exhibits
Percentage of completion of drawings and specifications at application date:
Schematics _____ %. Preliminary _____ %. Final _____ %.

20. TARGET DATES FOR:
Bid Advertisement _____ Contract Award _____
Construction Completion _____ Occupancy _____

21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits
Drawings – Attach any drawings which will assist in describing the project.
Specifications – Attach copies of completed outline specifications.
(If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R0209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.–The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago O'Hare O'Hare International Airport Zoning Ordinance
State of Illinois City of Chicago Zoning Ordinance
Cook County Zoning Ordinance

2. Defaults.–The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.–There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.–(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" as on file with the F.A.A.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

FAA Form 5100-100 (4-76) Page

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.–There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owne or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse intere of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by t area numbers shown on the property map.

FAA Form 5100–100 (1-76) Page

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 80-R0184

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No. . . . . _____

2. Functional or Other Breakout . . . . . _____

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$ 177,460
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			21,400
5. Other architectural engineering fees			
6. Project inspection fees			27,600
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,645,400
12. Equipment			1,300,000
13. Miscellaneous			
14. Total (Lines 1 through 13)			3,171,860
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			134,440
19. Total Project Amt. (Excluding Rehabilitation Grants)			3,306,300
20. Federal Share requested of Line 19			2,479,725
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)	2,479,725		2,479,725
23. Grantee share	826,575		826,575
24. Other shares	———		
25. Total project (Lines 22, 23 & 24)	$ 3,306,300	$	$ 3,306,300

FAA Form 5100-100 (6 73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7 Page 4

INSTRUCTIONS

PART III

Section A. General

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an overall percentage basis, prepare a separate set of Part III forms for each program or Catalog Number. However, show the total amounts for all programs in Section B of the *basic* application form.
2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

Section B. Calculation of Federal Grant

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 – Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 – Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 – Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 – Enter basic fees for architectural engineering services.

Line 5 – Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 – Enter fees for inspection and audit of construction and related programs.

Line 7 – Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on Line 11.

Line 8 – Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 – Enter the estimated amount of relocation payments to be made to displaced persons, business concerns and non-profit organizations for moving expenses and replacement housing.

Line 10 – Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 – Enter amounts for the actual construction of, addition to, or restoration of a facility. Also include in this category the amounts of project improvements such as sewers, streets, landscaping and lighting.

Line 12 – Enter amounts for equipment both fixed and movable exclusive of equipment used for construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 – Enter amounts for items not specifically mentioned above.

Line 14 – Enter the sum of Lines 1-13.

Line 15 – Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 – Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 – Enter amounts for those items which are part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 – Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 – Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 20 – Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 – Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 – Show the total amount of the Federal grant requested.

Line 23 – Show the amount from Section D, Line 27h.

Line 24 – Show the amount from Section D, Line 28c.

Line 25 – Self-explanatory.

GPO 665-420

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 10-R0184

SECTION C - EXCLUSIONS

26 Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	412,500.00
d. Bonds	414,075.00
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	826,575.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	$ 826,575.00

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

INSTRUCTIONS

PART III

Section C. Exclusions

Line 26 a-g – Identify and list those costs in Column (1) which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line q should agree with the amount shown on Line 17 of Section B. Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

Section D. *Proposed Method of Financing Non-Federal* Share

Line 27 a-g – Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a noncash contribution, explain what this contribution will consist of.

Line 27 h – Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28 a – Show the amount that will be contributed by a State or state agency, *only* if the applicant is *not* a State or state agency. If there is a noncash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28 b – Show the amount that will be contributed from other sources. If there is a noncash contribution, explain what this contribution will consist of under Section E Remarks.

Line 28 c – Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, line 24.

Line 29 – Enter the totals of Line 27h and Line 28c.

Section E. Other Remarks

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV

PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution. Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH.

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors which might accelerate or decelerate the work and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. *Provide for each grant program* monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress or milestones anticipated with the new funding request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

Chicago O'Hare International Airport

Application for Federal Assistance

Project Number

ODP 620 — *Relocation of Navaids*

This project is to relocate the RTR - A; the 9R Glide Slope (antenna only); the 14R Localizer; the 32L Glide Slope RVR, Middle Marker and SSAL; and the temporary 14R Localizer. (See FAA AGL 136 & 137)

ORD 4072 — *Lake O'Hare Force Main to Crystal Creek*

This project consists of the installation of a forced main from the Lake O'Hare Pumping Station to Crystal Creek. It is to be valved to allow pumping to either the MSD or the creek, depending on the water quality in the lake.

ORD 4107 — *Purchase of Four (4) Snow Blowers*

The airport is in need to replace four snow blowers. The blowers to be replaced are #501, 502, 503, & 504.

ORD 4106 — *Purchase of Five (5) Snow Brooms*

The airport is in need to replace four of its snow brooms. There is also a need to purchase an additional one. The four to be replaced are #300, 301, 302, & 303.

Estimate Cost and Funding Split

Project Number	Item	Total	Federal	City
ODP 620	Relocation of Navaids	1,656,300.	1,242,225.	414,075.
ORD 4072	Lake O'Hare Force Feed Main	350,000.	262,500.	87,500.
ORD 4107	Purchase of Four (4) Snow Blowers	800,000.	600,000.	200,000.
ORD 4106	Purchase of Five (5) Snow Brooms	500,000.	375,000.	125,000.
		3,306,300	2,479,725.	826,575.

PART V

ASSURANCES

These assurances are to be attached to and become a part of this grant agreement.

For airport development projects, these assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights and real property acquired with Federal funds.

For planning projects, only assurances no. 1 (as marked), 2, 3, 4, 16, 25, 26, 30, 31, and 32 appply, unless otherwise specified in the grant agreement.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with the following laws, regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project:

Federal Legislation

a. Federal Aviation Act of 1958
b. Hatch Act *
c. Federal Fair Labor Standards Act *
d. Davis-Bacon Act
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Titles II and III *
f. National Historic Preservation Act of 1966 - Section 106
g. Archeological and Historic Preservation Act of 1966
h. Flood Disaster Protection Act of 1973 - Section 102(a)
i. Rehabilitation Act of 1973 - Section 504, Section 503
j. Civil Rights Act of 1964 - Title VI *
k. Aviation Safety and Noise Abatement Act of 1979 *
l. Age Discrimination Act of 1975
m. Architectural Barriers Act of 1968
n. Vietnam Era Veterans' Readjustment Assistance Act of 1974 - Section 402
o. Airport and Airway Improvement Act of 1982
p. Powerplant and Industrial Fuel Use Act of 1978 - Section 403

Federal Regulation

a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964. *

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b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs. *

c. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.

d. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements, Including those Relating to Disabled Veterans and Veterans of the Vietnam Era and Handicapped Workers). *

e. 14 CFR Part 150 - Airport Noise Compatibility Planning. *

Office of Management and Budget Circulars

a. A-95 - Evaluation, Review and Coordination of Federal and Federally Assisted Programs and Projects. *
b. A-102 - Uniform Requirements for Assistance to State and Local Governments. *
c. FMC-74-4 - Cost Principles Applicable to Grants and Contracts with State and Local Governments. *

Executive Orders

a. 11246 - Equal Employment Opportunity in Federal and Federally Assisted Contracting. *
b. 11593 - Historic Preservation.
c. 11288 - Prevention, Control and Abatement of Water Pollution.
d. 11926 - Evaluation of Flood Hazards.

Specific assurances required to be included in grant agreements by any of the above are incorporated by reference in this grant agreement. Items marked with (*) apply to both development and planning grants.

2. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of approval of the project) of public agencies authorized by the State in which such airport is located to plan for the development of the area surrounding the airport and will contribute to the accomplishment of the purposes of the Act.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States and sufficient funds to assure operation and maintenance of the facility for the purposes constructed.

4. Authority of Sponsor. It has legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

5. Good Title to Airport. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site therefor, or will give assurance satisfactory to the Secretary that good title will be acquired.

6. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.

7. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with the goals and objectives of such planning as has been carried out by the community and shall, when requested by the Secretary, submit a copy of the transcript to the Secretary.

8. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

9. Economic Nondiscrimination. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses including the requirement that (A) each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such

nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and such nondiscriminatory and substantially comparable rules, regulations, and conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed-based operator at any airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport utilizing the same or similar facilities, and (C) each air carrier using such airport shall have the right to service itself or to use any fixed-base operator that is authorized by the airport or permitted by the airport to serve any air carrier at such airport, and (D) that in any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor--

(1) to furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(E) that it will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform, and (F) in the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.

Provided, that the sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided further, that the sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operaiton of the airport or necessary to service the civil aviation needs of the public.

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10. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and (2) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act.

11. Airport Operation and Maintenance. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions.

It will operate and maintain in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for maintenance and operation, the airport and all facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes; provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or

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circumstance beyond the control of the sponsor. In furtherance of this covenant, the sponsor will have in effect at all times arrangements for--

a. Operating the airport's aeronautical facilities whenever required;

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

12. Hazard Removal and Mitigation. It will adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

13. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

14. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that--

a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

15. Land for Federal Facilities. It will furnish without cost to the Federal Government for construction, operation and maintenance of

facilities for, and uses in connection with, any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written requests from the Secretary.

16. Standard Accounting Systems. It will keep all project accounts and records in accordance with a standard system of accounting prescribed by the Secretary.

17. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection, except that no part of the Federal share of an airport development or airport planning project for which a grant is made under this title or under the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

18. Reports and Inspections. It will submit to the Secretary such annual or special airport financial and operations reports as the Secretary may reasonably request and will make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

19. Airport Revenue. It will expend all revenues generated by the airport, if it is a public airport, for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and directly related to the actual transportation of passengers or property: Provided, however, that if covenants or assurances in debt obligations previously issued by the owner or operator of the airport, or provisions in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all other revenues generated by the airport shall not apply.

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20. Consultation with Users. In making a decision to undertake any airport development project under this title, it shall undertake reasonable consultations with affected parties using the airport at which the project is proposed.

21. Terminal Development Prerequisites. For projects which include terminal development, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.

22. Construction Inspection and Approval. It shall subject the construction work on any project for airport development contained in an approved project grant application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

23. Minimum Wage Rates. It will include, in all contracts in excess of $2,000 for work on projects for airport development approved under this title which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

24. Veterans Preference. It shall include, in all contracts for work under project-grants for airport development which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

25. Audits and Recordkeeping Requirements. It shall keep such records as the Secretary may prescribe, including records which fully disclose the amount and the disposition by the recipient of the proceeds of the grant, the total cost of the plan or program in connection with which the grant is given or used, and the amount

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and nature of that portion of the cost of the plan or program supplied by other sources, and such other records as will facilitate an effective audit and it shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to grants received under this title. The Secretary may require that an appropriate audit be conducted by a recipient.

26. Audit Reports. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the plan or program in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.

27. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.

28. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant.

29. Airport Layout Plan. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities other than in conformity with the airport layout plan as so approved by the Secretary if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

30. Preserving Airport Rights and Powers. It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances herein without the written approval of the Secretary, and will act to acquire, extinguish or modify any outstanding rights or claims of right of others which would interefere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer. The obligation to perform all such covenants may be assumed by another public agency found by the Secretary to be eligible under the Act to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Act, the regulations and these covenants.

31. Construction Accomplishment. It will execute the project in accordance with plans, specifications, and schedules as approved by the Secretary, and incorporated herein, or with modifications similarly approved, and will provide and maintain competent technical supervision at the construction site to assure that completed work conforms with the approved plans and specifications.

32. Planning Projects. In carrying out planning projects, that:

a. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

b. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a planning grant provided by the Secretary.

c. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

d. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

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e. It will grant the the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

f. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

g. It understands and agrees that the Secretary approval of this project grant or the Secretary approval of any planning material developed as part of this grant does not constitute or imply any assurance or committment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

FAA Form 5100-100 (8-82)

(Continued from page 9295)

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended the (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed $500,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Berman Reicin Partnership, an Illinois general partnership (the "Company"), to be owned by the Company, to be leased to and used by M. Putterman and Co., Inc., a Delaware corporation, as a facility for the manufacture, storage and distribution of industrial fabric and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed $500,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner

determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

[Memorandum of Agreement and Exhibit A printed on pages 9319 through 9323 of this Journal].

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND AUTHORIZED FOR PROJECT BY RELIABLE CORP.

The Committee on Economic Development submitted the following report:

CHICAGO, September 18, 1984.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on Sept. 6, 1984) for the conditional approval of an industrial revenue bond in the amount of $1,750,000 to finance an industrial development project in the City of Chicago to be owned by the Reliable Corporation, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone --50.

Nays -- None.

(Continued on page 9324)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Berman Reicin Partnership, an Illinois general partnership (the "Company").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a municipality and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), authorizing and empowering the City to issue its revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Enabling Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to acquire land and an existing building and to construct improvements thereto, to be owned by the Company and to be leased to and used by M. Putterman & Co., Inc., a Delaware corporation (the "Related Company"), as a facility for the manufacture, storage and distribution of industrial fabric (the "Project") and to be located in the City of Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Enabling Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of its revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Enabling Ordinance, to issue and sell its revenue bonds in an amount not to exceed $500,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Enabling Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Enabling Ordinance.

(g) The Department and the City reserve the right to give priority to the issuance of industrial development bonds of the City, other than the Bonds, to finance industrial development projects, other than the Project, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Enabling Ordinance as then in force.

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

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

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

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

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into a revenue agreement, as defined in the Enabling Ordinance, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition and construction of the Project or after payment of all costs of the acquisition and construction of the Project, whichever is later, the Company (1) will furnish upon the request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including, but not limited to,

the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition and construction of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City and the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and the acquisition and construction of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 10th day of July, 1984.

DEPARTMENT OF ECONOMIC DEVELOPMENT OF THE CITY OF CHICAGO

By _____
Commissioner of Economic Development of the City of Chicago

BERMAN REICIN PARTNERSHIP

By _____
General Partner

By _____
General Partner

EXHIBIT A

NOTICE OF PUBLIC HEARING

Notice is hereby given that on _____, 198__, at _____ __.M., in _____, Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee, regarding a plan to issue not to exceed $500,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to Berman Reicin Partnership, an Illinois general partnership (the "Company"), to acquire approximately 80,000 square feet of land and an existing, approximately 40,400 square foot, one-story building thereon and to construct improvements thereto, said facilities to be owned by the Company, to be leased to and used by M. Putterman & Co., Inc., a Delaware corporation, as a facility for the manufacture, storage and distribution of industrial fabric and to be located at 2302 West 49th Street, Chicago, Illinois.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Company (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No holder of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code of 1954, as amended. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Chicago, Illinois 60602, until _____, 198__. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 198__.

/s/ Robert Meir
Commissioner of Economic Development,
Department of Economic Development of the
City of Chicago

(Continued from page 9318)

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), which Department and Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Supplemental Memorandum of Agreement relating to the issuance of not exceeding $1,750,000 of Industrial Revenue Bonds to finance the completion and improvement of an industrial development project in the City of Chicago owned by The Reliable Corporation, a corporation organized and existing under the laws of the State of Illinois, to be used by the Company and lessees of the Company as an industrial office, warehouse and distribution facility and located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Supplemental Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Supplemental Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance and the Indenture referred to in the Supplemental Memorandum of Agreement to issue such Industrial Revenue Bonds in an aggregate principal amount not exceeding $1,750,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit

A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

[Supplemental Memorandum of Agreement and Exhibit A printed on pages 9326 thru 9332 of this Journal.]

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND AUTHORIZED FOR PROJECT BY KEDVALE STEEL CORP.

The Committee on Economic Development submitted the following report:

CHICAGO, September 18, 1984.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on September 6, 1984) for the conditional approval of an industrial revenue bond in the amount of $2,000,000 to finance an industrial development project in the City of Chicago to be owned by the Kedvale Steel Corporation, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

(Continued on page 9333)

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

THIS SUPPLEMENTAL MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and The Reliable Corporation, a corporation organized and existing under the laws of the State of Illinois (the "Company").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and attraction of new businesses to the City.

(b) The Company has acquired and has or will improve certain property to be used by the Company and lessees of the Company (the "Lessees") as an industrial office, warehousing and distribution facility (the "Project") in the City of Chicago, Illinois.

(c) By a resolution adopted February 8, 1983 and approved February 18, 1983, the Economic Development Commission of the City of Chicago (the "Commission") advised the Department to execute a Memorandum of Agreement with the Company with respect to the proposed issuance of revenue bonds of the City to finance costs of the Project.

(d) Said Memorandum of Agreement, dated as of March 8, 1983 was executed and delivered by the Department and said Memorandum of Agreement was approved by the City Council of the City by an ordinance adopted March 31, 1983 giving conditional approval to the issuance of revenue bonds up to the amount of $4,300,000 to finance costs of the Project.

(e) On October 20, 1983 the City Council of the City adopted an ordinance providing for the issuance of a series of its Industrial Development Revenue Bonds (The Reliable Corporation Project) Series 1983 (the "Series 1983 Bonds") in the principal amount of $4,300,000 to finance costs of the Project and on December 16, 1983, the City entered into and delivered to American National Bank and Trust Company of Chicago, as trustee, an Indenture of Trust dated as of November 1, 1983 (the "Indenture") securing the Series 1983 Bonds.

(f) Section 2.10 of the Indenture, and related provisions of a loan agreement between the City and the Company, contain an agreement in principle that the City will use its best efforts to issue additional revenue bonds ("Additional Bonds") pursuant to the Indenture, on a parity with the Series 1983 Bonds, for the purposes of financing the cost of completing the Project or financing the cost of additional manufacturing or industrial facilities for the Company.

(g) The Company has determined that the costs of completing and improving the Project will be in excess of the funds provided by the Series 1983 Bonds and wishes to confirm and further define with the City the terms and conditions on which the City may issue Additional Bonds in a principal amount not to exceed $1,750,000 for the aforesaid purpose.

(h) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(i) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures, or supplements to existing instruments, or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance and the Indenture, to issue and sell its Additional Bonds in an amount not exceeding $1,750,000 to pay costs of the completion and improvement of the Project and costs incidental to the issuance of the Additional Bonds.

(j) Pursuant to the Ordinance, the Commission has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Additional Bonds to finance the cost of the completion and improvement of the Project.

(k) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the completion and improvement of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department supplements its undertakings in the aforesaid Memorandum of Agreement and agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the

issuance and sale of the Additional Bonds, pursuant to the terms of the Ordinance and Indenture as then in force.

(b) That it will cooperate with the Company in finding a purchaser or purchasers for the Additional Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Additional Bonds and the financing of the completion and improvement of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Company.

(c) That, if the City issues and sells the Additional Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the completion and improvement of the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Additional Bonds) payable under the instruments whereby the completion and improvement of 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 Additional Bonds as and when the same shall become due and payable.

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

3. Undertakings on the Part of the Company. Subject to the conditions above stated, the Company supplements its undertakings in the aforesaid Memorandum of Agreement and agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the Additional Bonds.

(b) That contemporaneously with the issuance of the Additional Bonds, the Company will enter into a revenue agreement, as defined in the Ordinance, which may be a supplement to an existing revenue agreement, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Additional Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the City, the Department and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Additional Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition of the Project or after payment of all costs of acquisition of the Project, whichever is later, the Company will and will

cause the Lessees to (1) furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition and construction of the Project, and (2) permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal offices of the Company or of the Lessees located within the City during regular business hours all books, records, and other documents of the Company or of the Lessees relating to expenditures from the Additional Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the City, the Department, and the Company shall have agreed to mutually acceptable terms for the Additional Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and construction of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Additional Bonds, shall be paid from the proceeds of the Additional Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Additional Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

(c) This Agreement shall be construed to constitute a supplement to the aforesaid Memorandum of Agreement, dated as of March 8, 1983, between the parties hereto and a confirmation of the provisions of the Indenture with respect to the issuance of Additional Bonds, as referred to in Section 1(f) hereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 31 day of AUGUST, 1984.

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

By _____
Commissioner of Economic
Development of the City
of Chicago

The Reliable Corporation

By _____
Its President

EXHIBIT A

NOTICE OF PUBLIC HEARING

Notice is hereby given that on _____ 1983, at _____ _ M. in _____, _____ _____ Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not exceeding $1,750,000 Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to The Reliable Corporation, an Illinois corporation (the "Company") to be used by the Company for the completion of the rehabilitation and equipping of an industrial building at 1001 and 1033 West Van Buren Street, Chicago, Illinois, for use by the Company and lessees of the Company as an industrial office, warehouse and distribution facility.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Company (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and

payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No holder of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code. Written comments may also be submitted to the Department of Economic Development at its office located in Room 2800, 20 North Clark Street, Chicago, Illinois 60602 until _____, 1984. Subsequent to the public hearing, the City Council will meet to consider approving the issuance of the Bonds.

Notice dated _____.

/s/
Commissioner of Economic Development,
Department of Economic Development of
the City of Chicago

(Continued from page 9325)

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago ("the Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed $2,000,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Kedvale Steel Corporation, an Illinois corporation (the "Company") or by an entity to be designated by the Company, and in either case, to be used by the Company as a steel warehousing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed $2,000,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public heaing to the Finance Committee of this City Council.

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

[Memorandum of Agreement and Exhibit A printed on pages 9335 thru 9340 of this Journal.]

COMMITTEE ON EDUCATION.

Action Deferred -- ON PROPOSED RESOLUTION FOR INVESTIGATIVE HEARINGS ON NON-RENEWAL OF DR. RUTH LOVE'S CONTRACT AS SUPERINTENDENT OF CHICAGO PUBLIC SCHOOLS.

The Committee on Education submitted the following report which was, on motion of Alderman Beavers and Alderman Kelley, *Deferred* and ordered published:

CHICAGO, September 17, 1984.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a resolution introduced by Alderman Patrick J. O'Connor, under date of September 6, 1984, directing the City Clerk to issue subpoenas for the production of records and the appearances of certain individuals to testify before the Committee on Education with regard to the investigative hearings into the circumstances surrounding the non-renewal of Dr. Ruth Love's contract as Superintendent of the Chicago Public Schools, and the immediate negotiation of a contract for that position with Dr. Manford Byrd, begs leave to recommend that Your Honorable Body do *Concur In* the recommendation of the committee and *Pass* said resolution in the omnibus.

(Continued on page 9341)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Kedvale Steel Corporation, a Illinois corporation (the "Company").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a municipality and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), authorizing and empowering the City to issue its revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Enabling Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to acquire land and a building currently existing thereon and to rehabilitate such building and purchase steel processing equipment for use in such building, to be owned by the Company or by an entity to be designated by the Company and in either case used by the Company as a steel warehousing and processing facility (the "Project") and to be located in the City of Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Enabling Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of its revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Enabling Ordinance, to issue and sell its revenue bonds in an amount not to exceed $2,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Enabling Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Enabling Ordinance.

(g) The Department and the City reserve the right to give priority to the issuance of industrial development bonds of the City, other than the Bonds, to finance industrial development projects, other than the Project, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Enabling Ordinance as then in force.

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

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company or the owning entity designated by the Company, and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

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

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

(b) That contemporaneously with the issuance of the Bonds, the Company or the owning entity designated by the Company will enter into a revenue agreement, as defined in the Enabling Ordinance, with the City under the terms of which the Company or such entity will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, rehabilitation and equipping of the Project or after payment of all costs of the acquisition, rehabilitation and equipping of the Project, whichever is later, the Company (1) will furnish upon the request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including, but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, rehabilitation and equipping of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof

(or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City and the Company or the owning entity designated by the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and the acquisition, rehabilitation and equipping of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 10th day of July, 1984.

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

By _____
Commissioner of Economic Development
of the City of Chicago

KEDVALE STEEL CORPORATION

By _____
Its _____

(SEAL)

Attest:

_____
Its _____

EXHIBIT A

NOTICE OF PUBLIC HEARING

Notice is hereby given that on _____, 198____, at _____ ____.M., in _____ Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee, regarding a plan to issue not to exceed $2,000,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to Kedvale Steel Corporation, a Illinois corporation (the "Company") or to an entity to be designated by the Company, to be owned by the Company or such owning entity to acquire land and a building currently existing thereon and to rehabilitate such building and purchase steel processing equipment for use in such building, said facilities to be used by the Company as a steel warehousing and processing facility and to be located at 350 West Root Street, Chicago, Illinois. The address of the Company is presently 704 South Maplewood Avenue, Chicago, Illinois 60612.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Company or such owning entity (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No holder of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code of 1954, as amended. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Chicago, Illinois 60602, until _____, 198____. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 198____.

/s/_____
Commissioner of Economic Development,
Department of Economic Development of
the City of Chicago

(Continued from page 9334)

This recommendation was concurred in by seven members of the committee with three dissenting votes.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

The following is said resolution transmitted with the foregoing committee report:

WHEREAS, The City Council Committee on Education has jurisdiction over all matters generally affecting the education of the citizens of the City of Chicago and matters generally affecting the Board of Education; and

WHEREAS, By call of certain Aldermen of the City Council, the Committee on Education of the City Council was requested to hold investigative hearings into the circumstances surrounding the non-renewal of Dr. Ruth Love's contract as Superintendent of the Chicago Public Schools and the immediate negotiation of a contract for that position with Dr. Manford Byrd.

WHEREAS, At the initial investigation hearing held on September 4, 1984, allegations made during the testimony concerning the actions and conduct of municipal employees have come into question; and

WHEREAS, It was alleged that the actions and conduct of said municipal employee directly impacted on the decisions of the School Board concerning the non-renewal of Dr. Ruth Love's contract and subsequent negotiations with Dr. Manford Byrd; and

WHEREAS, The Chicago City Council Committee on Education has before it a proposed ordinance relating to an elected school board; and

WHEREAS, The Chicago City Council Finance Committee shall be taking under consideration the issue of the tax levy for the Chicago Public Schools during the month of September; and

WHEREAS, Written requests for records and testimony sent to those individuals possibly having knowledge of the circumstances described above and specifically relating to the conduct and actions of municipal employees have been refused; now, therefore,

Be It Resolved, By the corporate authorities as evidenced by the favorable vote of the City Council that under Chapter 24, Paragraph 10-4-4 of the Illinois Revised Statutes that subpoenas be issued to compel the production of records and the attendance of all school board members, Dr. Love and Dr. Byrd before the City Council's Committee on Education who have or may have knowledge of the alleged actions or conduct of municipal employees as described above.

Be It Further Resolved, That the issuance of said subpoenas include all members of the Board of Education, Dr. Ruth Love and Dr. Manford Byrd.

Be It Further Resolved, That the City Clerk proceed to comply with this resolution as stated, in substantial compliance to the attached order, a copy of which is attached hereto and made a part hereof.

[Order printed on pages 9343 thru 9346 of this Journal.]

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

APPROVAL GIVEN FOR SALE OF PARCEL 2 IN COMMERCIAL DISTRICT DEVELOPMENT PROJECT MADISON-RACINE.

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

CHICAGO, September 10, 1984.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 9, 1984) to approve the sale of Parcel 2 in Project Madison-Racine to Christian Communications of Chicagoland, Inc., approved by the Commerical District Development Commission by Resolution No. 84-CDDC-10, adopted by the Commission on April 10, 1984, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

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

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

(Continued on page 9347)

AN ORDER AUTHORIZING THE ISSUANCE OF SUBPOENAS

Ordered, That the City Clerk is directed to issue subpoenas to secure the attendance and testimony of witnesses and subpoenas to secure the production of books, documents, and papers before the Honorable Patrick J. O'Connor, a member of the City Council or such other member as may be sitting in his place as Chairman, Vice Chairman, or Acting Chairman of the Committee on Education of the Chicago City Council for the purposes of said Committee. Said subpoenas shall be issued in the following form for the production of witnesses:

State of Illinois)
County of Cook) ss.
City of Chicago)

City Council of the City of Chicago
Chicago, Illinois

TO: _____
_____ Greeting:

Pursuant to lawful authority we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Patrick J. O'Connor, a member of the City Council of the City of Chicago and Chairman of the Committee on Education of the Chicago City Council in Room ____, _____, Chicago, Illinois, on the _____ day of _____, 19__, at _____, __M, or before such other Alderman as may be sitting as Chairman, Vice Chairman, or Acting Chairman of said Committee, at a hearing of the Committee on Education of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, introduced September 6, 1984, of the City Council of the City of Chicago.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this ___ day of _____, 19__.
(Seal)

_____
City Clerk

State of Illinois)
County of Cook) ss.
City of Chicago)

_____, being duly sworn that he served the within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19__
Sworn to before me this _____ day of _____, 19__
_____.

Said subpoenas shall be issued in the following form for the production of books, documents and papers:

State of Illinois)
County of Cook) ss.
City of Chicago)

City Council of the City of Chicago
Chicago, Illinois

TO: _____
_____ Greeting:

Pursuant to lawful authority, we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Patrick J. O'Connor, a member of the City Council of the City of Chicago and Chairman of the Committee on Education, in Room ____, Chicago, Illinois, on the _____ day of _____, 19__, at _____, __M, or before such other Alderman as may be sitting as Chairman, Vice Chairman of said Committee, at a hearing of the Committee on Education of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, dated September 6, 1984, of the City Council of the City of Chicago. And that you also diligently and carefully search for, examine, and inquire after and bring with you, and produce at the time and place aforesaid _____

together with all copies and drafts relating to the said documents. And this you shall in nowise omit.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this ___ day of _____, 19__.
(Seal)

_____
City Clerk

State of Illinois)
County of Cook) ss.
City of Chicago)

_____, being duly sworn that he served the within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19__
Sworn to before me this _____ day of _____, 19__
_____.

And It Is Further Ordered, that the City Clerk sign such forms, affix the seal of the City of Chicago and deliver them to the Chairman of the Committee on Education for the uses of said committee.

AN ORDER AUTHORIZING THE ISSUANCE OF SUBPOENAS

Ordered, That the City Clerk is directed to issue subpoenas to secure the attendance and testimony of witnesses and subpoenas to secure the production of books, documents, and papers before the Honorable Patrick J. O'Connor, a member of the City Council or such other member as may be sitting in his place as Chairman, Vice Chairman, or Acting Chairman of the Committee on Education of the Chicago City Council for the purposes of said Committee. Said subpoenas shall be issued in the following form for the production of witnesses:

State of Illinois)
County of Cook) ss.
City of Chicago)

City Council of the City of Chicago
Chicago, Illinois

TO: _____
_____ Greeting:

Pursuant to lawful authority we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Patrick J. O'Connor, a member of the City Council of the City of Chicago and Chairman of the Committee on Education of the Chicago City Council in Room ____, _____, Chicago, Illinois, on the _____ day of _____, 19__, at _____, __M, or before such other Alderman as may be sitting as Chairman, Vice Chairman, or Acting Chairman of said Committee, at a hearing of the Committee on Education of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, introduced September 6, 1984, of the City Council of the City of Chicago.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this ___ day of _____, 19__.
(Seal)

_____
City Clerk

State of Illinois)
County of Cook) ss.
City of Chicago)

_____, being duly sworn that he served the within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19__
Sworn to before me this _____ day of _____, 19__
_____.

Said subpoenas shall be issued in the following form for the production of books, documents and papers:

State of Illinois)
County of Cook) ss.
City of Chicago)

City Council of the City of Chicago
Chicago, Illinois

TO: _____
_____ Greeting:

Pursuant to lawful authority, we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Patrick J. O'Connor, a member of the City Council of the City of Chicago and Chairman of the Committee on Education, in Room ____, Chicago, Illinois, on the _____ day of _____, 19__, at _____, __M, or before such other Alderman as may be sitting as Chairman, Vice Chairman of said Committee, at a hearing of the Committee on Education of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, dated September 6, 1984, of the City Council of the City of Chicago. And that you also diligently and carefully search for, examine, and inquire after and bring with you, and produce at the time and place aforesaid _____

together with all copies and drafts relating to the said documents. And this you shall in nowise omit.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this ___ day of _____, 19__.
(Seal)

_____
City Clerk

State of Illinois)
County of Cook) ss.
City of Chicago)

_____, being duly sworn that he served the within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19__
Sworn to before me this _____ day of _____, 19__
_____.

And It Is Further Ordered, that the City Clerk sign such forms, affix the seal of the City of Chicago and deliver them to the Chairman of the Committee on Education for the uses of said committee.

(Continued from page 9342)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by Christian Communications of Chicagoland, Inc. as set forth in Resolution No. 84-CDDC-10, adopted by the Commission on April 10, 1984, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago, for its approval; and

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

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

SECTION 1. That the sale proposed by the Commerical District Development Commission of a certain parcel of land in Commerical District Development Project Madison-Racine, as identified on a Disposal Parcel Map for said Project is hereby approved as follows:

Purchaser	*Parcel*	*Sq. Ft. Price*	*Total Price*
Christian Communications of Chicagoland, Inc.	2	$3.49+	$188,000.00

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

APPROVAL GIVEN FOR AMENDMENT NO. 7 TO SOUTHWEST ENGLEWOOD URBAN RENEWAL PLAN.

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

CHICAGO, September 10, 1984.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 30, 1984) to approve Amendment No. 7 to the Southeast Englewood Urban Renewal Plan, approved by the Department of Urban Renewal by Resolution No. 84-DUR-33, adopted by the Department on May 15, 1984, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Southeast Englewood Urban Renewal Plan; and

WHEREAS, The Department of Urban Renewal Board, by resolution adopted in May, 1984, approved Plan Amendment No. 7. to said Plan which amendment is attached hereto, and incorporated in the ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 7 together with the Plan, as amended, constitutes an Urban Renewal Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan

Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 7 to the Urban Renewal Plan, as amended, dated May, 1984, incorporated herein by reference, having been duly considered is hereby approved.

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

APPROVAL GIVEN FOR SALE OF PARCEL 4-C IN COMMERCIAL DISTRICT DEVELOPMENT PROJECT MADISON-RACINE.

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

CHICAGO, September 10, 1984.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on June 6, 1983) to approve the sale of Parcel 4-C in Project Madison-Racine to Zachary Confection Company, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-7, adopted by the Commission on January 4, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by Zachary Confection Company, as set forth in Resolution No. 83-CDDC-7, adopted by the Commission of January 4, 1983, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project Madison-Racine, as identified on a Disposal Parcel map for said project is hereby approved as follows:

Purchaser	*Parcel*	*Sq. Ft. Price*	*Total Price*
Zachary Confection Company	4-C	$2.05	$23,762.37

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

APPROVAL GIVEN FOR REDEVELOPMENT PLAN FOR SLUM AND BLIGHTED AREA PROJECT 71ST-JEFFERY.

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

CHICAGO, September 10, 1984.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on November 9, 1983 and re-referred on April 25, 1984) to approve the Redevelopment Plan for the 71st-Jeffery Blighted Commercial Area, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-36 adopted by the Commission on October 18,

1983, a certified copy of which is attached to the ordinance, and which was thereafter amended in committee as per the attached, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago approved the designation of the area described as Slum and Blighted Area Redevelopment Project 71st- Jeffery; and

WHEREAS, The Department of Urban Renewal Board has submitted a duly approved Redevelopment Plan for Slum and Blighted Area Redevelopment Project 71st-Jeffery entitled City of Chicago, "Redevelopment Plan for Slum and Blighted Area Redevelopment Project 71st-Jeffery," dated December, 1983, consisting of nine (9) pages and three exhibits including a narrative description of the Plan, a Boundary Map, a Land Use Plan Map and an Acquisition Map; and

WHEREAS, The City Council of the City of Chicago wishes to exercise its power of eminent domain in the acquisition of parcels designated on the Acquisition Map which is incorporated as Exhibit 3; and

WHEREAS, The Department of Economic Development maintains a program of assistance for the relocation of individuals, families and businesses that may be displaced as a result of carrying out the Project in accordance with its Redevelopment Plan; and

WHEREAS, The Department of Urban Renewal Board approved the Redevelopment Plan for Slum and Blighted Area Redevelopment Project 71st- Jeffery by Resolution 84-DUR-15 on February 21, 1984; and

WHEREAS, This Body has reviewed the Redevelopment Plan, and the recommendations of the Department of Economic Development, and finds that said Plan is

in accord with modern principles of urban planning and with general recommendations of the Chicago Plan Commission for the redevelopment of the area covered and now desires to evidence its approval of said Redevelopment Plan; now, therefore,

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

SECTION 1. The Redevelopment Plan for Slum and Blighted Area Redevelopment Project 71st-Jeffery, dated December, 1983 incorporated herein by reference, is hereby approved.

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

APPROVAL GIVEN FOR SALE OF PARCEL B-6 IN PROJECT SOUTHEAST ENGLEWOOD.

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

CHICAGO, September 10, 1984.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on July 9, 1984) to approve the sale of Parcel B-6 in Project Southeast Englewood to Bernice Gottlieb, approved by the Department of Urban Renewal by Resolution No. 84- DUR-47, adopted by the Department on June 19, 1984, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan, as amended, for Project Southeast Englewood heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 84-DUR-47, adopted by the Department on June 19, 1984, and further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

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

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

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Project Southeast Englewood is hereby approved as follows:

Purchaser	*Parcel*	*Sq. Ft.*	*Sq. Ft. Price*	*Total Price*
Bernice Gottlieb	B-6	9,820.0	$1.45	$14,239.00

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

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

JOINT COMMITTEE ON FINANCE AND POLICE AND FIRE.

ORDINANCE APPROVING AGREEMENT BETWEEN CITY AND FRATERNAL ORDER OF POLICE, CHICAGO LODGE NO. 7.

The Joint Committee on Finance and Police and Fire submitted the following report:

CHICAGO, September 11, 1984.

To the President and Members of the City Council:

Your Committee on Finance and your Committee on Police and Fire, having had under consideration a proposed ordinance (which was referred on September 6, 1984) from the Honorable Harold Washington, Mayor, pertaining to the adoption of the agreement by and between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, as amended and transmitted herewith.

This recommendation was concurred in by a unanimous vote.

(Signed) MICHAEL SHEAHAN,
Chairman,
Police and Fire Committee.

(Signed) EDWARD M. BURKE,
Chairman, Finance.

On motion of Alderman Sheahan 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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 is a home rule unit within the meaning of the Illinois Constitution of 1970; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understandings and relationships by and between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City of Chicago desires to formalize said intent in a written agreement; and

WHEREAS, The City of Chicago, as a home rule unit may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. That the Agreement by and between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7, in the form attached hereto, is hereby adopted and ratified.

[Agreement printed on pages 9356 thru 9412 of this Journal.]

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

ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (herein referred to as the "Employer") and the Fraternal Order of Police, Chicago Lodge No. 7 (hereinafter referred to as the "Lodge").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Lodge to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly-authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for all sworn police officers below the rank of sergeant (herein referred to as "officer"), excluding probationary officers employed by the Employer in its Department of Police, provided said probationary period shall not extend beyond the present twelve (12)-month period.

The normal probationary period shall consist of twelve (12) months of actual presence during active duty. Consequently, time absent from duty or not served, for any reason, shall not apply toward satisfaction of the probationary period. During the probationary period an officer is not entitled to any rights, privileges or benefits under this agreement.

Officers covered by the Agreement who have completed their probationary period as defined in Article 2 of the Agreement, and thereafter commence disability or approved leaves of absence, but subsequently return to active duty shall not be considered probationary and shall be entitled to all rights and benefits provided for in the Agreement, including but not limited to the right to invoke the provisions of Article 9 of the Agreement.

ARTICLE 3
LODGE SECURITY

Section 3.1: Maintenance of Membership and Agency Shop.

A. Each officer who on the effective date of this Agreement is a member of the Lodge, and each officer who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Lodge during the term of this Agreement.

B. Any present officer who is not a member of the Lodge shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process and contract administration. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth day following the completion of their probationary period, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

Section 3.2: Lodge Presentation at Orientation.

The Employer shall grant the Lodge an opportunity during the orientation of new officers to present the benefits of membership in the Lodge.

Section 3.3: Dues Deduction.

A. With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligations uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Lodge during the fifteen (15)-day period prior to the expiration of this contract. The Employer will not similarly deduct the dues of any other organization as to officers covered by this Agreement.

B. With respect to any officer on whose behalf the Employer has not received a written authorization as provided for in 3.3A above, the Employer shall deduct from the wages of the officer, the fair-share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Lodge by the 10th day of

the month following the month in which the deduction is made, subject only to the following:

(1) The Lodge has certified to the Employer that the affected officer has been delinquent in his obligation for at least 60 days;

(2) The Lodge has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement of each provision of this Article;

(3) The Lodge has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to appear before the Board of Directors of the Lodge or its designee for the purpose of being heard on said objections.

Section 3.4: Indemnity.

The Lodge shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notices, certification or assignment furnished under any of such provisions.

ARTICLE 4
MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

(a) to determine the organization and operations of the Department of Police;

(b) to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;

(c) to set standards for the services to be offered to the public;

(d) to direct the officers of the Department of Police, including the right to assign work and overtime;

(e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;

(f) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;

(g) to contract out work when essential in the exercise of police power;

(h) to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;

(i) to establish, modify, combine or abolish job positions and classifications;

(j) to add, delete or alter methods of operation, equipment or facilities;

(k) to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

(l) to establish, implement and maintain an effective internal control program;

(m) to suspend, demote, discharge, or take other disciplinary action against officers for just cause; and

(n) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

ARTICLE 5
NO STRIKE

Section 5.1: No Strike Commitment.

Neither the Lodge nor any officer will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Lodge nor any officer shall refuse to cross any picket line, by whomever established.

Section 5.2: Resumption of Operations.

In the event of action prohibited by Section 5.1 above, the Lodge immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.3: Union Liability.

Upon the failure of the Lodge to comply with the provisions of Section 5.2 above, any agent or official of the Lodge who is an officer covered by this Agreement may be subject to the provisions of Section 5.4 below.

Section 5.4: Discipline of Strikers.

Any officer who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure; except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 6
BILL OF RIGHTS

Section 6.1: Conduct of Disciplinary Investigation.

Whenever an officer covered by this Agreement is the subject of a Disciplinary Investigation other than Summary Punishment, the interrogation will be conducted in the following manner:

A. The interrogation of the officer, other than in the initial stage of the investigation shall be scheduled at a reasonable time. preferably while the officer is on duty, or if feasible, during daylight hours.

B. The interrogation, depending upon the allegation, will normally take place at either the officer's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.

C. Prior to an interrogation, the officer under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the officer under interrogation shall be asked by and through one interrogator.

D. No anonymous complaint made against an officer shall be made the subject of a Complaint Register investigation unless the allegation is of a criminal nature.

E. Immediately prior to the interrogation of an officer under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.

F. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

G. An officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.

H. An officer under investigation will be provided without unnecessary delay, with a copy of any written statement he has made.

I. If the allegation under investigation indicates a recommendation for separation is probable against

the officer the officer will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the officer the officer will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.

J. An officer under interrogation shall have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interrogation, and/or at the request of the officer under interrogation, he shall have the right to be represented by a representative of the Lodge, who shall be either a police officer on leave to work for the Lodge or a retired police officer working for the Lodge. The interrogation shall be suspended for a reasonable time until representation can be obtained.

Section 6.2: Witness Officer's Statements In Disciplinary Investigations

When an officer covered by this Agreement is required to give a written statement or oral statement in the presence of an observer, as a witness in a disciplinary investigation other than summary punishment, or as a witness in a police-related shooting investigation, at the request of the officer the interview shall be conducted in the following manner:

A. The interview of the officer shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.

B. The interview, depending on the nature of the investigation, will normally take place at either the officer's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.

C. Prior to an interview, the officer being interviewed shall be informed of the identity of the person in charge of the investigation, the interviewing officer and the identity of all persons present during the interview. When a formal statement is being taken, all questions directed to the officer being interviewed shall be asked by and through one interviewer.

D. The officer will be provided, without unnecessary delay, with a copy of any written statement he has made.

E. An officer being interviewed pursuant to this section shall, upon his request, have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interview, or at the request of officer being interviewed, he shall have the right to be represented by a representative of the Lodge who shall be either a police officer on leave to work for the Lodge or a retired police officer working for the Lodge. For purposes of this paragraph E., "represented" shall mean that the officer's counsel and/or representative, if any, shall only advise the officer but shall not in any other way interfere with the interview. The interview shall be postponed for a reasonable time, but in no case more than two hours from the time the officer is informed of the interview and the general subject matter thereof, until his counsel or his representative can be obtained.

F. This Section 6.2 shall not apply to: questions from a supervisor in the course of performing his normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports, except To-From-Subject Reports that relate to a police-related shooting.

G. The length of interviews will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

Section 6.3: Non-adoption of Ordinance.

The City of Chicago shall not adopt any ordinance and the Chicago Police Department shall not adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as an officer.

Section 6.4: Photo Dissemination.

No photo of an officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered by the Police Board.

Section 6.5: Compulsion of Testimony.

The Chicago Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any nongovernmental agency relating to any matter or issue under investigation.

Section 6.6: Auto-residency Card.

No officer shall be required to submit the information now required in an Auto-Residency Card as it applies to any other member of his family or household.

Section 6.7: Polygraph.

When a polygraph exam is deemed necessary, the complainant will be requested to take a polygraph exam first.

If the complainant refuses to take a polygraph exam, the accused police officer will not be requested to take a polygraph exam. If the complainant takes the polygraph exam and the results indicate deception, the accused officer may be requested to take a polygraph exam covering those issues wherein the examiner determines that the complainant is truthful.

When the polygraph is used, the accused member will be advised 24 hours prior to the administering of the tests, in writing, of any questions to which the Department will request an answer.

If the officer under investigation requests to take a polygraph exam, he may do so.

Provided, that anything in this Agreement to the contrary notwithstanding, (1) an officer shall not be disciplined for refusal to take a polygraph exam, and (2) the results of polygraph exams shall not be admissible as evidence in proceedings before the Police Board or in any proceeding where the officer may appeal to the Police Board, unless by Illinois or federal Court decision or Illinois statute, such evidence becomes admissible before the Police Board.

Section 6.8: Disclosure.

An officer shall not be required to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is reasonably necessary to monitor the performance of the officer's job, violations of reasonable

Employer rules, statutes, ordinances, or this Agreement. In the administration of fringe benefits applicable to all employees of the Employer, officers covered by this Agreement may be required to disclose any coverage they (including any member of their families or households) may have under health or medical insurance and the name and appropriate identification of the carrier and coverage. The parties agree that the disclosure of such personal information shall not be made available for public inspection or copying because such would be an unwarranted invasion of personal privacy of the officer, and/or is intended to otherwise be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 6.9: Media Information Restrictions

The identity of an officer under investigation shall not be made available to the media unless there has been a criminal conviction or a decision has been rendered by the Police Board (or by the Superintendent or Complaint Review Panel where no appeal is taken to the Police Board). However, if the officer is found innocent, the officer may request and the Department shall issue a public statement.

ARTICLE 7
SUMMARY PUNISHMENT

Section 7.1: Administration Of Summary Punishment.

It is agreed that the provisions contained elsewhere in this Agreement shall not apply to Summary Punishment action, which action shall be considered as an alternative to formal disciplinary procedures, provided that in each such action the following shall apply:

A. The summary punishment which may be administered is limited to:

1. reprimand;

2. excusing a member for a minimum of one day to a maximum of three days without pay.

In lieu of days off without pay, an officer may be permitted to utilize accumulated compensatory time or to work regular days off without pay to satisfy the summary punishment.

B. The Department shall promulgate, maintain and publicize reasonable guidelines which will specify those acts, omissions or transgressions, the violation of which will subject an officer to summary punishment action, and the penalties for each such violation, which shall be uniformly applied.

C. Summary punishment action may be challenged before the Complaint Review panel, and the affected officer may be represented by an FOP representative.

Section 7.2: Challenge Of Summary Punishment.

After summary punishment has been administered three (3) times within a twelve (12) month period, an officer who wishes to contest the application of summary punishment on a fourth occasion within the last twelve (12) months may contest the fourth and/or succeeding applications of summary punishment by timely challenge through the Complaint Register process or the grievance procedure. An officer who initiates such action through the Complaint Register process shall have the right to be represented by an FOP representative at the Complaint Review panel.

ARTICLE 8
EMPLOYEE SECURITY

Section 8.1: Just Cause Standard.

No officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

Section 8.2: File Inspection.

The Employer's personnel files, disciplinary history files and completed inactive investigative files, except for information which the Employer deems to be confidential, shall be open and available for inspection by the affected officer during regular business hours.

Section 8.3: Limitation on Use of File Material.

It is agreed that any material and/or matter not available for inspection, such as provided in Section 8.2 above, shall not be used in any manner or any forum adverse to the officers' interests.

Section 8.4: Use and Destruction of File Material.

Disciplinary Investigation Files, Disciplinary History Card Entries, OPS disciplinary records, and any other disciplinary record or summary of such record other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either

civil or criminal court litigation prior to the expiration of the five year period. In such instances, the Complaint Register case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any future proceedings.

Any record of summary punishment may be used for a period of time not to exceed one (1) year (three (3) years in the case of vehicle license violations) and shall thereafter not be used to support or as evidence of adverse employment action.

Section 8.5: C.R.P. Representation

An accused officer appearing before the Complaint Review Panel shall, upon request by said officer, be represented by a representative of or designated by the Lodge. The representative may make inquiry on relevant and material issues on behalf of said officer and may present argument and a summary of evidence in support of the accused officer's position, all of which shall at all times be in accordance with reasonable procedural rules made known at least 30 days in advance to the Lodge.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1: Definition and Scope.

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions. Summary Punishment shall be excluded from this procedure, except as provided in Article 7.2. The separation of an officer from service is cognizable only before the Police Board and shall not be cognizable under this procedure, provided, however that the provisions of Article 17 shall be applicable to separations.

Section 9.2: Procedure, Steps, and Time Limits.

A grievance may be initiated by the Lodge or an aggrieved officer. Any officer shall have the right to present a grievance at any time, although it is understood that the officer should attempt to satisfy his concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance may be filed in a form to be agreed upon between the Lodge

and Employer and shall be processed in accordance with this Agreement. Upon request, the grievant shall be represented by an appropriate Lodge representative, provided, however, the grievant officer may have the grievance adjusted without a Lodge representative, so long as such adjustment is not inconsistent with the provisions of this Agreement.

Step One: The grievant will first attempt to resolve the grievance with his immediate supervisor. This attempt at resolution shall be made by the officer within seven (7) of the officer's working days following the events or circumstances giving rise to the grievance or where first known by the grievant, or 35 days, whichever period is shorter. An FOP representative may accompany the grievant if requested by the grievant. The superior shall give his decision to the grievant within five (5) of the superior's working days of its presentation.

Step Two: If the response at Step One is not satisfactory to the grievant, the grievant may pursue an adjustment through his designated representative by filing a request for determination, with his written grievance attached, with the Lodge within seven (7) days of the Step One response or within seven (7) days of the expiration of the response period in Step One, whichever is sooner. The Lodge shall then determine whether in its opinion a valid grievance exists. Unless the Lodge elects to proceed, there shall be no further action taken under this procedure. If the Lodge chooses to proceed, it may seek a resolution or adjustment of the grievance by presenting in person the written grievance to the first Exempt Command Officer next in chain of command within seven (7) days from the time the Lodge receives the grievant's request. Following a hearing on the issue, this Exempt Command Officer shall render a decision in writing within ten (10) days of receiving the grievance. If the grievant is directed by the Employer to meet concerning his grievance at a time when the officer is not scheduled to work, he shall be compensated for such time at the applicable rate provided for in this Agreement, including the provisions of Article 20; provided an officer shall not be compelled to attend a Step Two hearing on his regular day off without his consent.

Step Three: If the response at Step Two is not satisfactory to the grievant and the Lodge, the Lodge may submit the grievance in writing to the Superintendent of Police or his designated representative(s) within fifteen (15) days of the Step Two response or the expiration of the response period in Step 2, whichever is sooner. Following a hearing on the issue, the Superintendent of Police or his designated representative(s) shall render a decision to the Lodge in writing within fifteen (15) days of receiving the grievance.

Step Four: Within fifteen (15) days of the receipt of the decision of the Superintendent of Police or his designated representative(s), the Lodge may, upon written request, refer the grievance to arbitration.

Section 9.3: Arbitration.

Either party may seek arbitration. If the Employer desires to proceed to arbitration, Section 9.2 does not apply. If either party proceeds to arbitration, the following procedure shall apply:

A. Within ten (10) days, the Employer and Lodge shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association. Within five (5) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and Lodge each shall alternately strike names from the panel. The remaining person shall be the Arbitrator; or

B. The Employer or the Lodge, by mutual agreement, may submit the matter to expedited arbitration under rules to be determined between the parties.

Section 9.4: Authority of the Arbitrator.

A. Except as specified in Subsection B below, the Arbitrator shall have no right to amend, modify, nullify, disregard, add to, or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit in writing his decision to the Employer and to the Lodge within thirty (30) days following the close of hearing unless the parties agree to an extention thereof. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented, and shall be final and binding upon the parties.

B. (1) Any officer who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to financially supporting organizations such as the Lodge, upon proof thereof, may be excused from the obligations set forth in Section 3.1, Article 3; and the Arbitrator may require, in lieu of such obligations, the payment by such

officer of a sum equal to the fair share agency fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of Title 26 chosen by such officer from a list of at least three such funds to be submitted by the Lodge. The Employer shall not participate in but shall be bound by such an arbitration.

(2) If an officer who holds conscientious objections pursuant to this section requests the Lodge to use the grievance-arbitration procedure on the officer's behalf, the Lodge may charge the officer the reasonable costs of using the procedure.

Section 9.5: Expenses of the Arbitrator.

The fee and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representative(s) and witness(es). The cost of a transcript, where requested by either party, shall be paid by the party so requesting it.

Section 9.6: Processing and Time Limits.

The resolution of a grievance satisfactory to the Lodge at any step shall be deemed a final settlement, and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by management. The time limits specified in this Article may be extended or waived by mutual agreement. Grievances may be initiated at any appropriate step corresponding with the nature of the grievance and the manner in which it arose.

Section 9.7: Normal Operations.

Grievance meetings shall be scheduled at reasonable times and in a manner which does not unreasonably interfere with the Employer's operations. Reasonable duty time shall be allowed the grievant officer(s) and the watch representative or unit representative under this Article, for the pre-arbitral steps under Section 9.2.

Section 9.8: Exhaustion.

It is the intent of the parties to this Agreement that the procedures set forth in this Article shall be mandatory as to any grievance

unless expressly and specifically excluded by the terms of this Agreement.

ARTICLE 10
NON-DISCRIMINATION

Section 10.1: Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 10.2: Non-Discrimination.

The Employer shall not discriminate against officers, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, age (40-70), or national origin of the officer nor shall the Employer discriminate against officers as a result of membership in the Lodge. Officers shall not be transferred, assigned or reassigned for reasons prohibited by this Section 10.2.

Section 10.3: Political Activity or Campaigning.

The Employer shall not prohibit a police officer from or discriminate against his engaging in political activities or campaigning while off duty, provided that the officer does not:

a. wear a uniform or any part thereof which would identify the individual as a police officer, or use property (including documents or records) of the Chicago Police Department;

b. display or otherwise lead others to believe he is carrying a badge, baton or gun;

c. hold himself out as a police officer, except that a truthful response to a legitimate question shall not be a violation of this section;

d. engage in such activities in a District(s) where he is assigned, unless the officer lives in the District, except that the Employer shall not transfer an officer into a District for the purpose of preventing him from engaging in such activities.

Any officer who runs for a political office shall take a leave of absence upon the filing of the petition for office pursuant to the Employer's regular leave of absence policy.

Section 10.4: Religious Holiday Accommodation.

The obligation to accommodate the religious beliefs of officers covered by the Agreement is fulfilled if those officers whose religious beliefs require that they not work, but who are scheduled to work on a recognized religious holiday are permitted, at the officer's option, one of the following choices in order to be excused from their regular tour of duty: (a) the use of a personal day; (b) the use of compensatory time; (c) voluntary change of regular day off (as permitted in Section 20.3 of the Agreement); or (d) excused from duty, non-disciplinary (Code 89). This option may be applied for certain recognized religious holidays of faiths whose tenets require abstinence from work, subject to the determination of the Commanding Officer that this accommodation does not unduly interfere with operational needs.

Section 10.5: Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 11
HOLIDAYS

Section 11.1: Designated Holidays.

The Employer agrees that the following days shall be considered holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 11.2: Compensation for Holidays.

Effective July 1, 1981 compensation for the holidays listed in Section 11.1 is granted as follows:

a. Employees who are required to work a regular tour of duty (eight hours) on a holiday will be credited with eight hours of compensatory time, and four (4) hours of additional pay.

b. Employees whose regular day-off coincides with an established holiday will be credited with eight hours of compensatory time.

c. Employees whose regular day-off coincides with an established holiday, and who are required to work a regular tour of duty (eight hours) on that holiday, will be credited with twenty (20) hours compensatory time, and four (4) hours of additional pay.

d. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of Article 20, Hours and Overtime.

e. Compensatory time will not be credited to an employee on a holiday if he is on the medical roll (excluding IOD), absent due to sickness, or death in family, on military leave, suspended, excused non-disciplinary, or on a leave of absence.

Section 11.3: Personal Day.

Officers shall be entitled to receive in addition to the days specified in Section 11.1, three (3) personal days each anniversary year. Officers shall not be required to work on a personal day provided that written notice of the personal day is given to the appropriate superior no later than ten (10) days prior to the personal day; provided further, that a holiday specified in Section 11.1 may not be selected as a personal day, and that the granting of the personal day does not adversely affect Department operations.

Effective January 1, 1984, for the calendar year 1984, officers shall be entitled to receive, in addition to the above, one personal day (for a total of four personal days during 1984). Effective January 1, 1985, for the calendar year 1985, officers shall be entitled to receive four personal days.

ARTICLE 12
DENTAL PLAN

Effective September 1, 1981, the present Dental Plan covering officers shall be extended to provide dental coverage for all dependents of officers covered by this Agreement, the cost of such dependent coverage to be borne by the Employer.

ARTICLE 13
LAYOFFS-RE-EMPLOYMENT

Section 13.1: Notice of Layoffs.

When there is an impending layoff with respect to any officers in the bargaining unit, the Employer shall inform the Lodge in writing no later than thirty (30) days prior to such layoff. The Employer will provide the Lodge the names of all officers to be laid off prior to the layoff. Probationary officers shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority in the Police Department shall be laid off first, unless special qualifications dictate retention. All officers shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

Section 13.2: Hiring During Layoffs.

No employees may be hired to perform or permitted to perform those duties normally performed by an officer while any officer is in layoff status. In the event special qualifications requiring expert skills of a technical or professional nature are unavailable in the bargaining unit, but essential to the operation of the Department, the parties shall meet to resolve such issue. If a mutual resolution is not reached, the Employer may invoke the grievance procedure.

Section 13.3: Recall.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new officers being hired.

ARTICLE 14
BULLETIN BOARDS

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the Lodge may post its notices.

ARTICLE 15
SAFETY ISSUES

SECTION 15.1: Cooperation

The Employer and the Lodge agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities.

SECTION 15.2: Safety Committee

Three (3) officers designated by the Lodge and three (3) persons designated by the Employer shall comprise a safety committee for the purpose of discussing safety and health issues relating to officers and to recommend reasonable safety and health criteria relating to equipment and facilities. The committee shall meet once each month, or otherwise by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the Superintendent of Police with a copy to the Lodge, but shall not be binding upon the Employer or the Lodge.

SECTION 15.3: Disabling Defects.

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the police officer will notify his supervisor, complete required reports, and follow the supervisors direction relative to requesting repair, replacement or the continued operation of said vehicle.

ARTICLE 16
SECONDARY EMPLOYMENT

The Employer reserves the right to restrict secondary employment for good cause.

ARTICLE 17
FOP REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 17.1: Meeting Participation and Scheduling.

The Employer recognizes and agrees to meet with FOP representatives, including Watch and Unit representatives relating to matters covered by this Agreement. Meetings shall occur at reasonable times by mutual agreement. The names of designated representatives shall be certified to the Employer in writing by the Lodge.

Section 17.2: Leave From Duty.

In addition to the Lodge President, four officers covered by this Agreement shall, upon written request be granted leave from their duties for the Employer, but shall remain on the payroll of the Employer for the purpose of performing full-time duties on behalf of the Lodge. During such leave, such representatives shall continue to accumulate seniority, and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals; provided, however, that the Lodge shall reimburse the Employer in an amount equivalent to the salary and fringe benefits paid to such representatives, or on their behalf, provided that the Employer will remain responsible for its portion of the pension contribution. The duration of such leaves shall not exceed three (3) years, but shall be renewable for such succesive periods thereafter not to exceed three (3) years each successive period. Such leaves may be revoked or rescinded only by written notice to the Employer from the President of the Lodge. Up to 2 additional officers covered by this Agreement who shall be elected to a State Lodge and/or National Office of the Fraternal Order of Police shall, upon written request, be granted leave from his duties for the Employer under the same terms and conditions as specified in this Section.

Section 17.3: Attendance At Lodge Meetings.

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials and members of the Board of Directors of the Lodge shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer. Unit representatives shall also be included within the provisions of the preceding sentence, provided that such time off for such unit representatives shall be without pay, unless the unit representative has compensatory time available and elects to use it.

Section 17.4: Grievance Processing.

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise repre-

senting officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 17.5: Attendance at State and National Conferences. -

Subject to staffing needs, a reasonable number of appointed or elected delegates will be permitted to attend state and national conferences of the FOP. Such conference time shall be equal to the duration of the conference plus reasonable travel time to and from such conference.

Section 17.6: Lodge Negotiating Team.

Members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 17.7: Lodge Activity

The Employer shall not prohibit discussion, solicitation, or distribution of literature, among officers covered by this Agreement, with respect to matters concerning Lodge affairs, unless such activity interferes with the performance of the duties of any employee or with the orderly and efficient operations of the Employer, or unless it interferes with the transaction of business by the public with the City government.

ARTICLE 18
DISABILITY INCOME

Section 18.1: I.O.D.

Effective January 1, 1981, any officer absent from work on account of injury on duty (IOD) for any period of time not exceeding twelve (12) months shall receive for each such IOD full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician. Such certification shall not be unreasonably withheld.

Section 18.2: Non-I.O.D.

Effective January 1, 1984, any officer absent from work on account of non-I.O.D. injury or illness for any period of time not exceeding

twelve (12) months in any twenty-four (24) consecutive month period, shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician. Such certification shall not be unreasonably withheld.

Section 18.3: Limited Duty I.O.D.

Officers injured in the line of duty, who are certified by the Police Department Medical Director as being able to perform limited duty assignments, shall be given limited duty assignments until they can perform regular duty assignments, or until they are mandatorily retired, whichever occurs first.

Section 18.4: Recognized Openings

Any officer who is certified by the Police Department Medical Director as being able to perform a limited duty assignment may be placed by the Employer in a recognized opening, as defined in Section 23.9, notwithstanding anything in Section 23.9 to the contary.

Section 18.5: Certification

Certification that an officer has been injured in the line of duty shall not be unreasonably withheld.

ARTICLE 19
BEREAVEMENT LEAVE

Section 19.1: Death in Family.

The Employer agrees to provide to officers leave without loss of pay, as result of death in the family, not to exceed three (3) consecutive days, including regularly-scheduled days off, immediately following the death of a member of the immediate family.

Annual and time-due furlough will not be extended as a result of death occurring in the officer's immediate family during such furlough unless the death occurs during the last three (3) days of the furlough period, at which time the procedure outlined above will be followed.

Section 19.2: Definition of Family.

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

ARTICLE 20
HOURS AND OVERTIME

Section 20.1: Work Day and Work Week.

All time in excess of the hours worked in the normal work day (8 hours) and the normal work week (40 hours) shall be compensated as provided in Section 20.2.

Section 20.2: Compensation For Overtime.

Effective July 1, 1981, all approved overtime in excess of the hours required of an officer by reason of the officer's regular duty, whether of an emergency nature or of a non-emergency nature, shall be compensated for by compensatory time off, at the rate of time-and-one-half. Compensatory time off shall be computed on the basis of completed fifteen (15)-minute segments.

Effective January 1, 1982, the officer shall have the option of electing pay, rather than compensatory time, at the rate of time-and-one-half, for approved overtime hours worked.

Section 20.3: Sixth and Seventh Day Work.

An officer who is in pay status for seven (7) consecutive days within the pay period Sunday through Saturday will be compensated for at the rate of time-and-one-half for work performed on the sixth (6th) day and seventh (7th) day. Voluntary schedule changes will be exempt from this provision.

Section 20.4: Call-Back.

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly-scheduled working hours. Officers reporting back to the Employer's premises at a specified time on a regular scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 20.5: Court Time.

Officers required to attend court outside their regularly-scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours, except (1) if the court time is during the officer's compensatory time and the officer knew of the court date before his request for compensatory time was approved, (2) while the

officer is on paid medical leave, or (3) if the officer is compensated for such time by a secondary employer.

Officers required to attend authorized court or authorized pretrial conference within one (1) hour immediately preceding their normal tour of duty will be compensated at the overtime rate for one (1) hour. Officers required to attend authorized court or authorized pretrial conferences commencing during their tour of duty and extending beyond the normal end of the tour of duty will be compensated at the overtime rate on the basis of completed fifteen (15)-minute segments. This overtime will be computed from the end of the normal tour of duty to the sign-out time at court or at conclusion of the pretrial conference.

Court appearances during off-duty hours will be credited at the rate of time-and-one-half with a minimum of two hours when the actual time spent in court is two hours or less. When the actual time spent in court exceeds two hours, overtime will be computed on the basis of completed 15-minute segments. Appearances at more than one court on the same day will be computed at the rate of time-and-one-half in the following manner:

1. When the time between court appearances exceeds two hours (sign-out time from the first court to sign-in time at the next court), a minimum of two hours will be credited for each court appearance.

2. When the time between court appearances is two hours or less, overtime will be computed on the basis of completed 15-minute segments for the total time between sign-in at first court and sign-out time at the last court. A minimum of two hours will be credited when this total time is two hours or less.

Section 20.6: Volunteer Tour Of Duty.

Volunteers working a tour of duty (daily or weekly) other than that specified in Section 20.1 shall be compensated at the overtime rate only when that tour of duty exceeds the designated hours.

Section 20.7: Change of Schedule.

The Employer's right to assign officers for duty at any time and at different times during each 28-day police period remains unrestricted and unchallenged. Watch assignments effective on "change

day" shall remain unchanged by the Employer for the duration of each 28-day police period, except for in-service training, one program per year, with seven (7) days' notice to the officer, and court appearances in excess of two (2) consecutive days. However, starting times may be adjusted by the Employer: (1) plus or minus two (2) hours from the designated starting time; or (2) for up to seven (7) hours within an officer's assigned watch for circumstances not known to the Department 48 hours prior to the start of the police period.

Any adjustment inconsistent with the above provision, made after the start of the 28-day police period, will result in payment in accordance with Section 20.2 for the hours worked outside of the officer's tour of duty scheduled at the beginning of the officer's 28-day police period for that period. Shift changes during a police period made voluntarily at the request of an officer and upon approval of the Employer shall not require additional compensation.

This Section does not apply to a condition where the Superintendent of Police and the Mayor have determined in writing that a serious emergency condition exists or to officers assigned to duties which by their very nature require changes in starting time, including: Personnel working in the Office of the Superintendent, working in the Patrol Division who are assigned to district tactical teams, First and Eighteenth District foot patrol units, Patrol Division Administration, the Detail Unit, the Labor Relations Section, the Mounted Unit and the Gang Crimes Section; Internal Affairs Division; Bureau of Community Services; Personnel Division Personnel Investigations Section; Organized Crime Division; Special Events Unit; Detached Services Unit; Operational Services-Administration; Youth Division Special Investigations Unit; Auto Theft Special Investigative and Stripping Teams; Central Investigation Unit; Detective Division mission teams and officers assigned to dignitary protection duties as part of their regular duties, or temporary replacements therefor, excluding officers assigned to visiting dignitaries; and up to two officers assigned to the immediate staff of exempt commanding officers.

Section 20.8: Stand-By.

Officers are not obligated to stand-by at times when they are not on duty unless ordered to do so by a supervisor or Department directive. Officers who are ordered to stand-by at times when they are not on duty shall receive one (1) hour of compensatory time for each two (2) hours they actually stand-by. Stand-by for the purposes of this Section shall mean being ordered to be available for Police Department needs at a specified time during off duty hours. In those instances where an officer is required to contact a supervisor at a specified time, the officer will receive one (1) hour of compensatory time.

Stand-by does not include contacting any unit within the Department to determine the status of an arrestee or a pending court case/official hearing, nor does it include contacting any unit within the Department to determine scheduled duty assignment after an extended absence from duty, including days off.

This Section does not apply to officers assigned to duties which routinely require they be on stand-by, including:

Office of the Superintendent, Electronics Maintenance Division, Labor Relations Section, Special Activities Section, Data Systems Division, Detached Services Unit, Operational Services Administration, Patrol Division Administration, Organized Crime Division, Criminal Analysis and Review Unit, Intelligence Division, Internal Affairs Division, the Department Armorer and the Supervisor of Inventory Control.

Section 20.9: Day-Off Changes.

Days off assigned on 'change day' shall remain unchanged for the duration of each 28-day police period except for in-service training programs, with a maximum of one program per year provided the officer is given seven days' notice of such change.

The Employer's right to assign officers for duty while on regular day-off status is unrestricted and unchallenged. The Employer agrees, however, that in each such event it will pay the officer so assigned the optional premium time under Article 20 of the Agreement (except for in-service training programs, with a maximum of one program per year provided the officer is given seven days' notice of such change).

Day-off changes made voluntarily at the request of an officer, and upon approval of the Employer, shall not require premium pay pursuant to Section 20.3. Changes required to implement the provisions of Section 23.2 controlling scheduled days off for members of the bargaining unit going on or returning from furlough, also shall not require premium compensation.

The Lodge acknowledges that willingness to forego summer furlough and days off on Saturdays, Sundays and holidays and accept varied days off each week are conditions of assignment among mounted unit patrol officers covered by the collective bargaining agreement. The mounted unit is a recognized exception to this Section, and a change of regular day-off status for personnel assigned to the mounted unit may be made on a day other than "change day" without payment of premium time under Article 20 of the Agreement, provided that affected personnel shall receive at least ten (10) days' notice of such change.

Section 20.10: Day-Off Group Assignment.

In the event the Employer determines to change an officer's day off group assignment, the Employer shall seek volunteers to satisfy its needs; provided, however, (1) if there are more volunteers than required, the volunteers with the greatest seniority on the watch in the day-off group affected shall be changed, and (2) if there are not sufficient volunteers, the officers with the lowest seniority on the watch in the day off group affected shall be changed; provided further, said officers meet the Employer's needs.

Section 20.11: Accumulation of Compensatory Time.

The Employer will not restrict an accumulation of compensatory time; and the number of hours of compensatory time which an officer has on record shall not be the controlling factor in determining whether an officer will be allowed to take time due.

ARTICLE 21
UNIFORMS

Section 21.1: Uniforms and Equipment Advisory Committee.

The Lodge shall establish a three (3)-member Uniforms and Equipment Advisory Committee. The Committee's function will be to offer recommendations relative to additions or deletions in the Department's Uniforms and Personal Equipment Program. The recommendations will be channeled through the Research and Development Division to the Department's Uniforms and Personal Equipment Policy Committee. Any and all recommendations made by the Uniform and Equipment Advisory Committee will be advisory only.

Section 21.2: Major Changes.

The Department will apprise the Uniform and Equipment Advisory Committee of the Lodge whenever major changes to the Uniform and Personal Equipment Program are anticipated.

Section 21.3: Uniform Allowance.

Each officer shall continue to receive a uniform allowance of $400.00 per year, payable in two installments of $200.00 each, provided that:

(a) an additional supplementary payment in the amount of $100.00 shall be made within 30 days of ratification and adoption in ordinance form of this Agreement by the City Council of the City of Chicago.

(b) An additional supplementary payment in the amount of $100.00 shall be made by December 15, 1984.

(c) The two regular installments of the annual uniform allowance for 1985 shall be paid by February 1, 1985 and August 1, 1985; and

(d) An additional supplementary payment in the amount of $150.00 shall be made by December 1, 1985.

Section 21.4: Uniform Change or Modification.

The Employer shall pay for the first issue of any change in or modification of the prescribed uniform announced and effective after November 15, 1981.

Section 21.5: Uniform Option

Subject to seasonal uniform requirements, the prescribed dress uniform may be worn at any time at the officer's option. The current optional winter leather jacket is reclassified as an alternative to the prescribed long cloth coat, but an officer shall not be required to own both. When performing administrative/clerical duties inside a facility, the prescribed uniform short sleeved shirt may be worn irrespective of seasonable uniform requirements.

ARTICLE 22
INDEMNIFICATION

Section 22.1: Employer Responsibility.

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section 22.4.

Section 22.2: Legal Representation.

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

Section 22.3: Cooperation.

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 22.4: Applicability.

The Employer will provide the protections set forth in Sections 22.1 and 22.2 above so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 22.3, with the City of Chicago in defense of the action or actions or claims.

ARTICLE 23
SENIORITY

Section 23.1: Definition and Application

A. Seniority shall be defined as an officer's continuous length of service from the date of last hire as a police officer, subject to subsection B below.

The seniority of an officer retained beyond the twelve-month probationary period shall date back to the last date of hire as a police officer and be subject to the deductions provided in subsection B.

In the event two or more officers have the same seniority date, the older officer, as determined by referring to the officers' date of birth as recorded on their employment application, shall receive the higher seniority status.

B. There shall be only one seniority for officers covered by this Agreement and that seniority shall control for the purpose of determining rights, benefits, and other conditions of employment affected by seniority under this Agreement, subject to the following:

(1) Suspensions occurring before July 1, 1981 shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.

(2) All absence from the Employer's service without pay as a result of leaves for more than thirty (30) days (other than military or duty disability) and all unexcused absences shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.

(3) Effective January 1, 1984 only the days absent in excess of a thirty (30) day leave from the Employer's service without pay (other than military or duty disability) shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.

C. The seniority for officers who resigned after August 18, 1981, applied for reinstatement within one (1) year, and were subsequently rehired prior to January 1, 1984 shall be computed by deducting time lost due to resignation and as provided for in subsection B.

D. The seniority of an officer and the employment relationship shall be terminated in the following circumstances:

1. Resignation;

2. Separation (discharge)

3. Retirement;

4. Unauthorized absence for four (4) consecutive working days without notice to the Employer;

5. If laid off, failure to report fit for duty within seven (7) days of delivery of written notification of recall to the officer's last known address, which notification shall be simultaneously provided to the Lodge;

6. Failure to report fit for duty upon termination of an authorized leave of absence; and

7. Laid off for a period of time as set forth in the City of Chicago Personnel Rules as in effect on December 31, 1983.

Section 23.2: Furlough Scheduling.

An officer shall select his furlough within the unit of assignment, or if detailed for 28 days or more prior to the date selection begins, within the unit of detail on the basis of seniority. Officers

may elect to take their full furlough or split the furlough to which they are entitled into two equal segments. Both furloughs, if split, shall be determined in one process and on the basis of seniority.

A full furlough will commence on the 1st day of a police period. A split furlough will commence on either the 1st or 15th day of a police period.

Compensatory time furloughs will not be scheduled for officers who split their annual furloughs; however, such officers shall be allowed to take a compensatory time furlough by utilizing compensatory time and/or personal days between regularly-scheduled weekends off, subject to manpower requirements.

Furlough schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

The day-off group of an officer on furlough (full or split) will not be changed during the remainder of the week in which the officer is scheduled to return, unless an officer who is required to work on his scheduled day(s) off during that week is compensated by the payment of premium benefits under Article 20 for all hours worked on his scheduled day off.

Officers who elect to split their furloughs into two segments will be returned to the day-off group they were in at the time the furlough segments were selected. Affected officers will notify their unit commanding officers two weeks prior to the beginning of the furlough segment if their day-off group must be changed to match the original group. The change in day-off group should take place on the Sunday preceding the first day of the furlough segment.

Section 23.3: Promotion.

Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tiebreaker.

Section 23.4: Seniority List.

The Employer shall prepare a seniority list. The list shall be made available to officers in each unit. The Lodge shall receive a copy of said list at least once each year.

Section 23.5: Personal Day Selection.

Any dispute within a unit as to the selection of a personal day provided for in Section 11.3 shall be resolved by seniority.

Section 23.6: Overtime for Pre-Planned Events.

The following procedures will apply in case of events which will require the cancellation of days off and for which the Department has received a minimum of 21 days prior notice.

In those units which have been designated to provide personnel, seniority will be the dominant factor in the selection of officers required to work their regular days off, provided that the member to be selected possesses the necessary skill or special qualifications to perform the duties required.

The Employer will post a notice of such events on the unit bulletin board and officers desiring to exercise the option to work will notify their unit commanding officer within seven days of the date the notice was posted.

Those officers who have been given the option to work their regular day off, whether the option was accepted or rejected, will not be afforded the option to work on a subsequent overtime event until all officers in the unit have been afforded this option.

For the purpose of pre-planned overtime assignments, a unit may be defined as a bureau, division, district, watch, tactical team, etc.

For duty on election or primary days, seniority will be the dominant factor in the selection of members required to work their regular day off in the polling place. Those officers who work overtime will be compensated in accordance with sections 20.1 and 20.2.

Section 23.7: Holiday Assignment.

When operational considerations require that some officers of a unit work on a holiday, as defined in Section 11.1 of this Agreement, seniority will be a dominant factor in the selection of officers. The most senior officers will be given the option to work, provided that the holiday is not an officer's regular day off and that the officer possesses the necessary skill or special qualifications to perform the duties required. Those officers who have been given the option to work on a holiday, whether the option was accepted or rejected, will not be afforded the option to work on a subsequent holiday until all officers in the unit have been afforded this option.

For the purpose of holiday assignments, a unit may be defined as a bureau, division, section, watch, district, etc.

Section 23.8: Filling Recognized Vacancies.

This Section shall apply only to the following: Data Center Network Control Unit, Public Transportation Section, Public Housing Section, The Special Activity Section Detail Unit, District Law Enforcement, Traffic Records Section, Traffic Court Section, Traffic Enforcement Section, Traffic Safety Section, Financial Crimes Section, Canine Unit, Mounted Unit, Marine Unit, Major Traffic Accident Investigation Section, Loop Intersection Control Unit, Gun Registration Section, Records Inquiry Section, Field Inquiry Section, Evidence and Recovered Property Section, Police Document Services Section, Central Detention Section, Auto Pound Section (D-1 Officers), Motor Maintenance Division (D-1 Officers), Communications Operations Section (D-1 Officers), Area Criminal Investigations, Youth Division, Auto Theft Section, Bomb and Arson Section, excluding the immediate staff of each exempt commanding officer not to exceed two staff members.

A vacancy for purposes of this Section ("recognized vacancy") exists when an officer is to be transferred, resigns, retires, dies, is discharged, when there are new units created, or when the Department increases the number of employees in a unit, except for details for not more than 3 months. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. If and when the Employer determines to fill a recognized vacancy, this Section shall apply. In order to avoid the inefficiency of chain-effect bidding, the vacancy created by the reassignment of a successful bidder shall be a recognized vacancy herein; however, subsequent vacancies created thereby shall be filled within the Department's discretion. Further, there is no recognized vacancy created as a result of emergencies, or when an officer is removed for disciplinary reasons for up to 30 days. When an officer is removed for disciplinary reasons for more than 30 days a recognized vacancy is created.

The Employer shall post a list of recognized vacancies, if any, stating the requirements needed to fill the opening, at least 12 days before the start of the 28-day police period. A copy of such postings shall be given to the Lodge. Non-probationary officers within the same D-1 salary grade or D-2 job classification, within 72 hours of the time the list has been posted, may bid on a recognized vacancy in writing on a form to be supplied by the Employer. One copy of the bid shall be presented to the Employer; one copy shall be forwarded to the Lodge; and one copy shall be retained by the officer. Bidding under this Section 23.8 may only be for a recognized vacancy in a specific unit without regard to shift, days off, unit duty assignments, etc. The Employer shall respond to the successful bidder and the Lodge no

later than 3 days prior to the change day for the new 28-day Police Period. During the bidding and selection process, the Employer may temporarily fill a recognized vacancy by assigning an officer to said vacancy until the recognized vacancy is filled.

An eligible bidder shall be an officer who is able to perform in the recognized vacancy to the satisfaction of the Employer after orientation without further training. The Employer shall select the most senior qualified bidder when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance, except that the parties recognize that the unique operational needs of the Employer require flexibility in the delivery of public service, and to meet this need the Employer may fill 20% of the recognized vacancies within its discretion, provided that, if the Employer does not utilize any or all of its 20% exception in any personnel order, the remainder of the unused exception may be carried forward and used to fill future recognized vacancies within a 12-month period.

The successful bidder may not bid for another recognized vacancy for one year. A successful bidder may not be reassigned for one year, except for (1) emergencies for the duration of the emergency, (2) for just cause or (3) where the Superintendent determines that the officer's continued assignment would interfere with the officer's effectiveness in that assignment. When there are no qualified bidders the Employer may fill the recognized vacancy within its discretion.

Section 23.9: Filling Unit Duty Assignments.

This Section shall apply only to the following jobs within the units set forth in Section 23.8: Abandoned Vehicle Officer, Warrant Clerk, Summary Investigation Detective, Review Investigation Detective, Warrant Officer, Review Officers, and Detective Division Administrative Desk Duty Assignment; and District Desk or Lock-up only as specifically set forth below.

An opening in a unit duty assignment for purposes of this Section ("recognized opening") exists when an officer performing the above unit duty assignments is to be transferred, resigns, retires, dies, is discharged, when there are new unit duty assignments created, or when the Department increases the number of employees in a unit, except for details for not more than 3 months. The Employer shall determine at any time before said opening is filled whether or not a recognized opening shall be filled. If and when the Employer determines to fill a recognized opening, this Section shall apply. Further, there is no recognized opening created as a result of emergencies, or when an

officer is removed for disciplinary reasons for up to 30 days. When an officer is removed for disciplinary reasons for more than 30 days a recognized opening is created.

The Employer shall post within the unit a list of recognized openings therein, if any, stating the requirements needed to fill the opening, at least 12 days before the start of the 28-day police period. A copy of such postings shall be given to the Lodge. Non-probationary officers within the same unit and within the same D-1 salary grade or D-2 job classification, within 72 hours of the time the list has been posted, may bid on a recognized opening in writing on a form to be supplied by the Employer. One copy of the bid shall be presented to the Employer; one copy shall be forwarded to the Lodge; and one copy shall be retained by the officer. The Employer shall respond to the successful bidder and the Lodge no later than 3 days prior to the change day for the new 28-day Police Period. During the bidding and selection process, the Employer may temporarily fill a recognized opening by assigning an officer to said opening until the recognized opening is filled.

An eligible bidder shall be an officer who is able to perform in the recognized opening to the satisfaction of the Employer after orientation. The Employer shall select the most senior qualified bidder when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

The successful bidder may not bid for another recognized opening for one year. A successful bidder may not be reassigned for one year, except for (1) emergencies for the duration of the emergency, (2) for just cause, (3) where the Superintendent determines that the officer's continued assignment would interfere with the officer's effectiveness in that assignment or (4) temporary unit duty assignments for operational needs, provided that the Employer shall not fill the vacated unit duty assignment. When there are no qualified bidders the Employer may fill the recognized opening within its discretion. Unit duty assignments in District Desk or Lock-up shall be treated in accordance with this Section 23.9, in all respects except the following: (1) only non-probationary officers within the same watch and within the same D-1 salary grade shall be eligible to bid for recognized openings in such assignments; and (2) all District Desk and Lock-up duty assignments, except those currently filled by officers on limited duty, shall be posted once for bid, whether or not already filled, at the first feasible opportunity following execution of this Agreement but shall thereafter be subject to bid only if a recognized opening occurs.

Section 23.10: Non-Disciplinary Demotion.

In the event of non-disciplinary demotions for economic reasons, the Employer shall select the most junior officer when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary and capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

ARTICLE 24
EDUCATIONAL REIMBURSEMENT

Employer agrees to provide tuition reimbursement to officers for extra-departmental education subject to the following conditions:

A. To be eligible for reimbursement:

1. Each course taken must be job-related or necessary for a degree.

2. Proof of acceptance for a degree program must be presented upon request.

3. Each course taken must grant college level credit.

4. Each course must be taken through an accredited college or university.

B. Employees must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.

C. Reimbursement will be granted on the following basis:

1. Grade "A" 100%

2. Grade "B" and other grades classified by the school as passing 75%

D. Reimbursement may be denied if an officer's work performance is deemed inadequate or if an officer has a record of sustained infractions of Department orders, directives or procedures.

E. Reimbursement will not be granted if:

1. Tuition costs are covered by Veteran's Administration or other funds, or

2. The program in which the officer is enrolled is reimbursable through a federal grant-in-aid program for which the officer is eligible.

F. Reimbursement will be made for a maximum of two (2) courses per school term.

G. Reimbursement will be granted when an officer is required by the Superintendent of Police to attend an educational or training program.

ARTICLE 25
LIFE INSURANCE

The Employer agrees to provide $2,500 Group Term Life Insurance coverage at no cost to the officer. Effective within 30 days of ratification and adoption in ordinance form of this Agreement by the City Council of the City of Chicago (herein "ratification and adoption"), the life insurance benefit provided at the Employer's sole expense shall be increased to $5,000; and effective January 1, 1985, to $10,000. Officers must complete a City of Chicago Group Term Life Insurance enrollment formset including the employee beneficiary section of the formset in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the officer to complete the enrollment formset will result in termination of the officer's Basic Group Term Life Insurance coverage.

The Employer agrees to provide procedures for officers to purchase optional Group Term Life Insurance in addition to basic Group Term Life Insurance coverage provided above at nominal additional cost to the officer. Officers will be permitted to purchase any amount of optional insurance coverage in $1,000 multiples up to an amount equal to their annual salary rounded up to the next multiple of $1,000. The optional Group Term Life Insurance shall continue to be provided officers at the Employer's then current cost.

ARTICLE 25 A
OPTICAL COVERAGE

The Employer shall provide each officer and each of their dependents with an optical plan, the cost to be borne by the Employer.

Each year, for each officer and for each dependent, the Plan shall provide payment, with no deductible provision, in accord with the following schedule: for optical examination, $25.00; for corrective lenses, $15.00 for each lens; or, for bifocal lenses, $20.00 for each lens; or for trifocal lenses, $30.00 for each lens; and, when necessary for eye glass frames, $30.00 per pair; or, for contact lenses, $25.00 for each lens.

ARTICLE 26
WAGES

Effective January 1, 1984, the basic salary schedule of officers shall be:

STEP 1: (Entrance Rate)	First 6 months		
		D-1	
		D-2	$22,518. 1,876.50
STEP 2:	Next 12 months		
		D-1	$22,518. 1,876.50
		D-2	$23,814. 1,984.50
STEP 3:	Next 12 months		
		D-1	$23,814. 1,984.50
		D-2	$25,032. 2,086.
STEP 4:	Next 12 months		
		D-1	$25,032. 2,086.
		D-2	$26,274. 2,189.50
STEP 5:	Next 12 months		
		D-1	$26,274. 2,189.50
		D-2	$27,600. 2,300.
STEP 6:	Next 12 months		
		D-1	$27,600.

		2,300.
	D-2	$28,986.
		2,415.50
STEP 7:	After 1 year at Step 6 10 Years of Service	
	D-1	$28,560.
		2,380.
	D-2	$30,000.
		2,500.
STEP 8:	After 1 year at Step 7 15 Years of Service	
	D-1	$29,568.
		2,464.
	D-2	$31,038.
		2,586.50
STEP 9:	After 1 year at Step 8 20 Years of Service	
	D-1	$30,588.
		2,549.
	D-2	$32,118.
		2,676.50
STEP 10:	After 1 year at Step 9 25 Years of Service	
	D-1	$31,722.
		2,643.50
	D-2	$33,312.
		2,776.
STEP 11:	After 1 year at Step 10 30 Years of Service	
	D-1	$32,634.
		2,719.50
	D-2	$34,302.
		2,858.50

Section 26.1: Salary Schedule

Effective January 1, 1985, the basic salary schedule of officers shall be as reflected in Appendix A, a copy of which is appended hereto. Officers covered by this Agreement whose salaries are not reflected in the basic salary schedule shall have their present salaries increased as follows: Effective January 1, 1985, four (4%) percent; effective September 1, 1985, three (3%) percent.

SCHEDULE L

UNIFORM POLICE

	PRESENT		EFFECTIVE: JANUARY 1, 1985				EFFECTIVE: SEPTEMBER 1, 1985			
			4%		ADJUSTED DIVISION BY 12		3%		ADJUSTED DIVISION BY 12	
GRADE	ANNUAL	MONTLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1	21,216	1,768.00	22,064.64	1,838.72	22,065	1,838.75	22,726.56	1,893.88	22,728	1,894.00
	22,518	1,876.50	23,418.72	1,951.56	23,418	1,951.50	24,121.20	2,010.10	24,120	2,010.00
	23,814	1,984.50	24,766.56	2,063.88	24,768	2,064.00	25,509.60	2,125.80	25,509	2,125.75
	25,032	2,086.00	26,033.28	2,169.44	26,034	2,169.50	26,814.24	2,234.52	26,814	2,234.50
	26,274	2,189.50	27,324.96	2,277.08	27,324	2,277.00	28,144.80	2,345.40	28,146	2,345.50
	27,600	2,300.00	28,704.00	2,392.00	28,704	2,392.00	29,565.12	2,463.76	29,565	2,463.75
	28,560	2,380.00	29,702.40	2,475.20	29,703	2,475.25	30,593.52	2,549.46	30,594	2,549.50
	29,568	2,464.00	30,750.72	2,562.56	30,750	2,562.50	31,673.28	2,639.44	31,674	2,639.50
	30,588	2,549.00	31,811.52	2,650.96	31,812	2,651.00	32,765.76	2,730.48	32,766	2,730.50
	31,722	2,643.50	32,990.88	2,749.24	32,991	2,749.25	33,980.64	2,831.72	33,981	2,831.75
	32,634	2,719.50	33,939.36	2,828.28	33,939	2,828.25	34,957.44	2,913.12	34,959	2,913.25
2	22,518	1,876.50	23,418.72	1,951.56	23,418	1,951.50	24,121.20	2,010.10	24,120	2,010.00
	23,814	1,984.50	24,766.56	2,063.88	24,768	2,064.00	25,509.60	2,125.80	25,509	2,125.75
	25,032	2,086.00	26,033.28	2,169.44	26,034	2,169.50	26,814.24	2,234.52	26,814	2,234.50
	26,274	2,189.50	27,324.96	2,277.08	27,324	2,277.00	28,144.80	2,345.40	28,146	2,345.50
	27,600	2,300.00	28,704.00	2,392.00	28,704	2,392.00	29,565.12	2,463.76	29,565	2,463.75
	28,986	2,415.50	30,145.44	2,512.12	30,147	2,512.25	31,049.76	2,587.48	31,050	2,587.50
	30,000	2,500.00	31,200.00	2,600.00	31,200	2,600.00	32,136.00	2,678.00	32,136	2,678.00
	31,038	2,586.50	32,279.52	2,689.96	32,280	2,690.00	33,247.92	2,770.66	33,249	2,770.75
	33,118	2,676.50	33,402.72	2,783.56	33,402	2,783.50	34,404.84	2,867.07	34,404	2,867.00
	33,312	2,776.00	34,644.48	2,887.04	34,644	2,887.00	35,683.80	2,973.65	35,685	2,973.75
	34,302	2,858.50	35,674.08	2,972.84	35,673	2,972.75	36,744.36	3,062.03	36,744	3,062.00
3	26,022	2,168.50	27,062.88	2,255.24	27,063	2,255.25	27,874.80	2,322.90	27,876	2,323.00
	27,318	2,276.50	28,410.72	2,367.56	28,410	2,367.50	29,263.08	2,438.59	29,262	2,438.50
	28,704	2,392.00	29,852.16	2,487.68	29,853	2,487.75	30,747.72	2,562.31	30,747	2,562.25
	30,144	2,512.00	31,349.76	2,612.48	31,350	2,612.50	32,290.20	2,690.85	32,289	2,690.75
	31,644	2,637.00	32,909.76	2,742.48	32,910	2,742.50	33,897.00	2,824.75	33,897	2,824.75
	33,216	2,768.00	34,544.64	2,878.72	34,545	2,878.75	35,580.96	2,965.08	35,580	2,965.00
	34,302	2,858.50	35,674.08	2,972.84	35,673	2,972.75	36,744.36	3,062.03	36,744	3,062.00
	35,388	2,949.00	36,803.52	3,066.96	36,804	3,067.00	37,907.64	3,158.97	37,908	3,159.00
	36,522	3,043.50	37,982.88	3,165.24	37,983	3,165.25	39,122.40	3,260.20	39,123	3,260.25
	37,698	3,141.50	39,205.92	3,267.16	39,207	3,267.25	40,382.04	3,365.17	40,383	3,365.25
	38,832	3,236.00	40,385.28	3,365.44	40,386	3,365.50	41,596.80	3,466.40	41,598	3,466.50

GRADE												
4	29,436	2,453.00		30,613.44	2,551.12	30,615	2,551.25		31,531.80	2,627.65	31,527	2,627.25
	30,900	2,575.00		32,136.00	2,678.00	32,136	2,678.00		33,100.08	2,758.34	33,099	2,758.25
	32,424	2,702.00		33,720.96	2,810.08	33,720	2,810.00		34,732.56	2,894.38	34,734	2,894.50
	34,050	2,837.50		35,412.00	2,951.00	35,412	2,951.00		36,474.36	3,039.53	36,474	3,039.50
	35,742	2,978.50		37,171.68	3,097.64	37,173	3,097.75		38,286.84	3,190.57	38,286	3,190.50
	37,542	3,128.50		39,043.68	3,253.64	39,045	3,253.75		40,215.00	3,351.25	40,215	3,351.25
	38,682	3,223.50		40,229.28	3,352.44	40,236	3,352.50		41,436.12	3,453.01	41,436	3,453.00
	39,876	3,323.00		41,471.04	3,455.92	41,472	3,456.00		42,715.20	3,559.60	42,714	3,559.50
	41,082	3,423.50		42,725.28	3,560.44	42,726	3,560.50		44,007.00	3,667.25	44,007	3,667.25
	42,342	3,528.50		44,035.68	3,669.64	44,037	3,669.75		45,356.76	3,778.73	45,357	3,778.75
	43,404	3,617.00		45,140.16	3,761.68	45,141	3,761.75		46,494.36	3,874.53	46,494	3,874.50
5	32,424	2,702.00		33,720.96	2,810.08	33,720	2,810.00		34,732.56	2,894.38	34,734	2,894.50
	34,050	2,837.50		35,412.00	2,951.00	35,412	2,951.00		36,474.36	3,039.53	36,474	3,039.50
	35,742	2,978.50		37,171.68	3,097.64	37,173	3,097.75		38,286.84	3,190.57	38,286	3,190.50
	37,542	3,128.50		39,043.68	3,253.64	39,045	3,253.75		40,215.00	3,351.25	40,215	3,351.25
	39,408	3,284.00		40,984.32	3,415.36	40,983	3,415.25		42,213.84	3,517.82	42,213	3,517.75
	41,358	3,446.50		43,012.32	3,584.36	43,011	3,584.25		44,302.68	3,691.89	44,304	3,692.00
	42,534	3,544.50		44,235.36	3,686.28	44,235	3,686.25		45,562.44	3,796.87	45,564	3,797.00
	43,728	3,644.00		45,477.12	3,789.76	45,477	3,789.75		46,841.40	3,903.45	46,842	3,903.50
	44,952	3,746.00		46,750.08	3,895.84	46,749	3,895.75		48,152.64	4,012.72	48,153	4,012.75
	46,056	3,838.00		47,898.24	3,991.52	47,898	3,991.50		49,335.24	4,111.27	49,335	4,111.25
	46,722	3,893.50		48,590.88	4,049.24	48,591	4,049.25		50,048.64	4,170.72	50,049	4,170.75
6-7-8	39,408	3,284.00		40,984.32	3,415.36	40,980.00	3,415.00		42,213.84	3,517.82	42,216.00	3518.00
	43,350	3,612.50		45,084.00	3,757.00	45084.00	3,757.00		46,436.52	3,869.71	46,446.00	3870.00
	47,688	3,974.00		49,595.52	4,132.96	49,596.00	4,133.00		51,083.40	4,256.95	51,084.00	4257.00
	52,446	4,370.50		54,543.84	4,545.32	54,540.00	4,545.00		56,180.16	4,681.68	56,184.00	4,682.00
	52,696	4,808.00		60,003.84	5,000.32	60,000.00	5,000.00		61,803.96	5,150.33	61,800.00	5,150.00
	63,468	5,289.00		66,006.72	5,500.56	66,000.00	5,500.00		67,986.96	5665.58	67,980.00	5,665.00
E.T.2.												

Section 26.2: Work Out Of Grade.

Any officer covered by this Agreement being paid D-1 salary who is directed to perform substantially all the duties and assumes substantially all the responsibilities of a Patrol Specialist, Auto Pound Supervisor and/or Garage Supervisor, for two (2) or more hours within a single ei t-hour tour of duty, shall be paid at a D-2 rate consistent with his own tenure for an eight-hour tour of duty, or for the time spent, whichever is greater.

Any officer covered by this Agreement being paid D-1 or D-2 salary who is directed to perform substantially all the duties and assumes substantially all the responsibilities of Sergeant (other than in the Internal Affairs Division, Training Division, or Research & Development Division) for more than two (2) hours within a single eight-hour tour of duty, shall be paid at a D-3 rate consistent with his own tenure for an eight-hour tour of duty, or for the time spent, whichever is greater.

Section 26.3: PAYMENT OF WAGES

Except for delays caused by payroll changes, data processing or other breakdowns, or other causes outside the Employer's control, the Employer shall continue its practice with regard to the payment of wages, which generally is: (1) payment of wages provided herein shall be due and payable to an officer no later than the 1st and 16th of each month, and (2) premium pay shall be due and payable to the officer no later than the 22nd day of the month following the month in which the premium work was performed. The Employer shall not change said pay days except after notice to, and, if requested by the Lodge, negotiating with the Lodge. 'Negotiating,' for the purposes of this Section, shall mean as it is defined in Section 8(d) of the National Labor Relations Act.

ARTICLE 27
RESIDENCY

All officers covered by this Agreement shall be actual residents of the City of Chicago.

ARTICLE 28
DURATION, ENFORCEMENT AND DISPUTE RESOLUTION

Section 28.1: Term Of Agreement.

This Agreement shall be effective from January 1, 1984, and shall remain in full force and effect until December 31, 1985. It shall

continue in effect from year to year thereafter unless notice of termination is given in writing, by certified mail, by either party no earlier than August 1, 1985, preceding expiration and not later than September 1, 1985, preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 28.2: Continuing Effect.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 28.3: Impasse Resolution, Ratification and Enactment.

A. If the parties reach a complete agreement as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. The agreement will first be presented to the Lodge membership with the recommendation of the Executive Board for ratification.

2. Within ten (10) days after such ratification by the Lodge membership, the agreement will be submitted to the City Council of the City of Chicago, with the Superintendent of Police and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and Lodge shall cooperate to secure this legislative approval.

3. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 28.3(B) of this Article upon ten (10) days' written notice to the other party.

For purposes of this Article, rejection by the City Council means failure of a majority of the members of the City Council voting to

vote for ratification and concurrent adoption in ordinance form of the agreed contract or the failure of the City Council to take such action within thirty (30) days of the date the contract is submitted to it.

B. If complete agreement is not reached between the parties as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a five person Arbitration Board, two members to be selected by each of the parties and the fifth member to be jointly agreed upon by the parties.

2. A Dispute Resolution Board shall be convened and shall be composed of five (5) persons: two appointed by the Employer, two appointed by the Lodge and one impartial member to be mutually selected and agreed upon by the Employer and the Lodge. If, after a period of five (5) days from the date of the appointment of the two representatives of the parties, the remaining Board member has not been selected or otherwise agreed upon, then either representative may request the American Arbitration Association or its successor in function to furnish a list of seven members of said service from which the remaining Board member shall be selected. The Association shall be advised that eligibility for names to be placed upon the list shall include the following: membership in the National Academy of Arbitrators; at least five (5) years' experience in labor relations dispute resolutions in either the private or public sector; United States citizenship; and a commitment by any such individual that, if appointed or selected, said individual agrees to comply with the time limits set forth in subsection 28.3(B)5, below.

3. The list shall be immediately published and the representatives appointed by the Employer shall within five (5) days after publication of said list eliminate three (3) names from the list. Within two (2) days after such elimination, the representatives appointed by the Lodge shall eliminate three (3) names from the list. The remaining individual, plus the individuals appointed by the Employer and the individuals appointed by the Lodge, shall compose the Dispute Resolution Board.

4. The member of the Dispute Resolution Board selected, pursuant to subsection 28.3(B)3, above, shall act as

chairman. He shall be an impartial, competent and reputable individual and shall be administered and subscribe to the constitutional oath or affirmation of office. The individuals appointed by the Employer and the individuals appointed by the Lodge shall be competent and reputable and shall also be administered and subscribe to the constitutional oath or affirmation of office. The fees and expenses of the impartial member shall be paid for by the Employer; provided thereafter, the Employer may request that the Lodge reimburse the Employer in an amount not to exceed one-half (½) the fees and expenses so incurred.

5. The Chairman shall have the authority to convene and adjourn proceedings, administer oaths, compel testimony and/or documents, and employ such clerical or research assistance as in his judgment and discretion are deemed warranted. He shall convene proceedings on the issues presented to the Dispute Resolution Board within ten (10) days after his appointment and/or selection; and the Board shall make its determination within thirty (30) days after it has convened. The time limits set forth herein may be extended only upon written mutual agreement of both the Board members appointed by the Lodge and the Board members appointed by the Employer.

6. The Employer and Lodge shall attempt to agree upon a written statement of the issue or issues to be presented to the Board. In lieu of or in addition to such mutual statement of issues, each party may also present its own list or statement of issues, provided only that any such issue not mutually agreed upon shall have been an issue previously the subject of negotiations or presentation at negotiations. During the course of proceedings, the Chairman of the Board shall have the authority as necessary to maintain decorum and order and may direct (absent mutual agreement) the order of procedure; the rules of evidence or procedure in any court shall not apply or be binding. The actual proceedings shall not be open to the public and the parties understand and agree that the provisions of Ill.Rev.Stat. CH 102, §41 are not applicable. If in the opinion of the impartial member of the Board it would be appropriate in his discretion to meet with either the Employer or Lodge for mediation or conciliation functions, the Board may do so, provided only that notice of such meetings shall be communicated to the other party.

7. The compensation, if any, of the representatives appointed by the Lodge shall be paid by the Lodge. The compensation of the representatives appointed by the Employer shall be paid by the Employer.

8. The terms decided upon by the Board shall be included in an agreement to be submitted to the City Council for adoption. The terms of this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

9 If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter terminate this Agreement upon ten (10) days' written notice to the other.

10. There shall be no implementation of any provisions of a successor agreement without Council ratification and adoption in ordinance form of the agreement; except, however, that the terms of this Agreement shall remain in full force and effective until a successor agreement is adopted in ordinance form or this Agreement is terminated pursuant to subparagraph 28.3(B)9.

ARTICLE 29
BABY FURLOUGH DAYS

Section 29.1:

Baby Furlough Days (BFD), shall be granted to officers eligible under this Article for each of the calendar years 1984 and 1985.

Section 29.2:

For each of the calendar years 1984 and 1985, officers with the following years of service shall receive the following number of BFD (8 hours for each BFD):

Years of Service	Baby Furlough Days
10 but less than 15	4
15 or more	5

Section 29.3:

An officer's BFD shall be granted pursuant to and in accordance with the Department's policy of granting compensatory time off, except if an officer elects not to use or is denied all of his BFD in 1984, he may, at his option, carry over 3 of his BFD to 1985. There shall be no carry over of 1985 BFD to 1986.

Section 29.4:

Any BFD not used in either 1984 or 1985, shall be paid to the eligible officer in the following year, except as provided for in 29.3 above. Payment shall be based upon the Salary Schedule in effect at the time of the payment. Payment shall be made by April 1, 1985 for 1984 BFD and by April 1, 1986 for 1985 BFD.

ARTICLE 30
PERSONAL LEAVES OF ABSENCE

Applications for personal leaves of absence shall be governed by the applicable provisions of the City of Chicago Personnel Rules as in effect on December 31, 1983, provided that the Lodge shall be promptly notified of all personal leaves of absence and extensions thereof taken by officers covered by this Agreement.

ARTICLE 31
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 32
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof, should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently

enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

IN WITNESS WHEREOF, the parties hereto affix their signature this 23rd day of July, 1984.

FOR THE EMPLOYER:

MAYOR

SUPERINTENDENT OF POLICE

FOR THE LODGE:

PRESIDENT

MEMORANDUM OF UNDERSTANDING

It is further understood that the below listed benefits enjoyed by officers covered by this Agreement will be maintained for the duration of the Agreement and shall not be disminshed, modified or eliminated during the term of the Agreement.

Sickness in family time

Change of Uniforms at District

Use of department lockers and mail boxes

Use of gymnasium facilities during off-duty hours

Physical and optical examinations

Health care fringe benefits, including hospitalization insurance

Furloughs and compensatory (baby) furloughs

Marriage leave

Pension benefits as provided by statute

Utilization of compensatory time earned in partial tour or full tour segments consistent with operational needs

One-half hour lunch period taken during the tour of duty

Life insurance rates, including cost of optional insurance

Any obligation of the City of Chicago to indemnify officers for punitive damages assessed, adjudged or otherwise levied shall be based upon City Ordinances and/or State Statutes providing for such indemnification.

For and on behalf of the
City of Chicago

Harold Washington, Mayor

July 23, 1984

For and on behalf of Fraternal
Order of Police, Lodge No. 7

John M. Dineen, President

July 23, 1984

July 11, 1984

To: John Dineen

From: Superintendent Fred Rice

This is to confirm our intent with regard to Section 10.3 of the collective bargaining agreement between the City of Chicago and the Fraternal Order of Police, Lodge 7. We have agreed that (1) Roger McAuliff, who had been elected to the Illinois House of Representatives prior to the agreement in Section 10.3, and (2) any officer who has been elected to an unpaid political office prior to the execution of this Agreement, shall not be required to take a leave of absence provided for therein for so long as the officer retains his current said elected office; and (3) Walter Dudycz, notwithstanding Section 10.3, shall not have to take a leave of absence prior to the November, 1984, election, but shall take a leave of absence when and if he is elected to the Illinois Senate.

LAW OFFICES
DORFMAN, COHEN, LANER AND MUCHIN, LTD.
ONE IBM PLAZA-SUITE 3301
CHICAGO 60611
(312) 467-9800

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MICHAEL KLUPCHAR
JULIA W. MANNING

ISAIAH S. DORFMAN
HERMAN J. DEKOVEN
OF COUNSEL
LAWRENCE F. DOPPELT (1935-1979)

November 7, 1983

Mr. Marvin Gittler
Asher, Pavalon, Gittler,
Greenfield & Segall, Ltd.
2 North LaSalle Street
Room 1200
Chicago, Illinois 60602

Dear Marv:

The City of Chicago and FOP Chicago Lodge No. 7 agree that the deletion of the examples of information that would be for a reasonable job-related purpose under new §6.7* of the parties' Agreement shall not be relied upon by any person or party as an expression of the Employer's or the Lodge's intent that any or all of such examples are not for a "reasonable job-related purpose." The parties agree that each request to an officer for disclosure of information not prohibited by §6.7* shall be decided on its individual merits without reference to the deletions of the illustrative examples, which were initially proposed by the Employer in its draft as point 19 of the Supplemental Agreement.

Please note your agreement to the above on the enclosed copy.

Sincerely,

Richard W. Laner

RWL:rm

Agreed to on November 7th, 1983

Marvin Gittler, Attorney for FOP
Lodge No. 7

* Subsequently renumbered to be §6.8.

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ROBERT M. KLEIN
MICHAEL KLUPCHAR

ISAIAH S. DORFMAN
HERMAN J. DEKOVEN
OF COUNSEL

LAWRENCE F. DOPPELT (1933-1979)

March 23, 1984

Mr. Marvin Gittler
Asher, Pavalon, Gittler,
Greenfield & Segall, Ltd.
2 North LaSalle Street, Room 1200
Chicago, Illinois 60602

Dear Marv:

This is to confirm that the City of Chicago and FOP Chicago Lodge No. 7 agree that (1) the deletion of the second paragraph of Section 23.10 of the parties' agreement (as proposed by the City to you on March 8, 1984) shall not be relied upon by any person or party as an expression of the Employer's or the Lodge's intent; (2) it is understood that, in the event of non-disciplinary demotions for other than economic reasons, such as to provide other police officers an opportunity to be assigned as detectives in place of those reassigned, the provisions of Section 23.10 as agreed to by the parties shall not be applicable, and the Employer may continue to rely upon performance ratings or such other factors as the Employer shall determine, provided that the Employer shall not act arbitrarily or capriciously; and (3) the word "equal" as used in Section 23.10 shall be interpreted to have the same meaning as the word "equal" as used in the fourth paragraph of Section 23.8 and the third paragraph of Section 23.9.

Please note your agreement to the above on the enclosed copy.

Sincerely,

Richard W. Laner

RWL:rm

Agreed to on March 23, 1984

Marvin Gittler, Attorney for FOP
Chicago Lodge No. 7

LAW OFFICES
DORFMAN, COHEN, LANER AND MUCHIN, LTD.
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350 NORTH CLARK STREET, 4TH FLOOR
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ISAIAH S. DORFMAN
HERMAN J. DEKOVEN
OF COUNSEL

LAWRENCE F. DOPPELT (1935-1979)

July 19, 1984

Marvin Gittler, Esq.
Counsel for Lodge 7, Fraternal Order of Police
Asher, Pavalon, Gittler and Greenfield, Ltd.
Two North LaSalle Street, Suite 1200
Chicago, IL 60602

Re: City of Chicago and Lodge 7
F.O.P., 1984-1985 Agreement

Dear Mr. Gittler:

This is to confirm the parties' agreement that, notwithstanding the statements made in the "Memorandum of Understanding" regarding maintenance of certain benefits appended to the 1984-85 collective bargaining agreement:

1. The Employer's insurance plan of health care benefits, including hospitalization insurance, shall be revised in accordance with the documents heretofore furnished to the Lodge; and

2. Life insurance rates for the cost of optional insurance to be paid by police officers shall be 68¢ per $1,000 of benefit per month, effective simultaneously with the effective date of the $5,000 Employer-paid life insurance benefit provided under Article 25.

Said rate shall not increase prior to July of 1986.

Please acknowledge agreement of the Lodge in the space indicated below.

Sincerely,

Richard W. Laner

Acknowledged and Agreed to on
Behalf of Lodge 7, F.O.P.

Attorney

7/23/84
Dated

A-3

APPENDIX

JULY 23, 1984

Mr. John M. Dineen, President
Fraternal Order of Police
Chicago Lodge No. 7

Dear Mr. Dineen:

The following procedure for computing the continuous length of service for the purposes cited below shall apply to only those officers who resigned prior to August 19, 1981 and were subsequently rehired prior to January 1, 1984:

(1) For purposes of determining lenght of furlough and other purposes covered by this Agreement

Time absent due to resignation and time lost covered in subsection 23.1 B(1) and 23.1 B(2) shall be deducted from the officer's continuous service.

(2) For purposes of obtaining advancement within the salary schedule

Continuous service shall be computed in compliance with the Regulations Governing The Administration of the Compensation Plan And Employee Benefits For Classified Positions Set Forth In The Annual Appropriation Ordinance in effect on the date of the officer's rehire.

The above provisions of this letter shall only apply to those officers described above who actually sign a release protecting the employer from any and all liability or claims filed or whch may be filed regarding any change in said officer's seniority date or status or maintenance of said officer's seniority date or status, made in accordance with the preceding paragraphs and from any prior pending grievances regarding seniority dates or status.

Sincerely yours,

CITY OF CHICAGO

By: Richard W. Laner
Richard W. Laner, Attorney
for the City of Chicago

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HERMAN J. DEKOVEN
OF COUNSEL

LAWRENCE F. DOPPELT (1935-1979)

July 11, 1984

Mr. Marvin Gittler
Asher, Pavalon, Gittler,
Greenfield & Segall, Ltd.
2 North LaSalle Street, Room 1200
Chicago, Illinois 60602

Dear Mr. Gittler:

This is to confirm that the reference to "Illinois or federal" Court in Section 6.6* of the 1984-1985 collective bargaining agreement refers to the following:

1. U.S. District Court for the Northern District of Illinois

2. U.S. Court of Appeals for the 7th Circuit

3. U.S. Supreme Court

4. Illinois Supreme Court

5. Illinois Appellate Court

The parties also agree that "first feasible opportunity" in Section 23.9 shall mean not later than within 45 days after City Council approval.

Sincerely,

Richard W. Laner

RWL/jmb

Agreed to on JULY 11, 1984.

Attorney for FOP, Chicago Lodge #7

* Subsequently renumbered to be § 6.7.

LAW OFFICES

ASHER, PAVALON, GITTLER, GREENFIELD AND SEGALL, LTD.

TWO NORTH LA SALLE STREET

CHICAGO, ILLINOIS 60602

(312) 263-1500

MARVIN GITTLER

July 19, 1984

Richard W. Laner, Esq.
Chief Labor Negotiator
City of Chicago
350 North Clark Street
Chicago, Illinois 60610

Re: City of Chicago and Lodge 7,
F.O.P., 1984-1985 Agreement

Dear Mr. Laner:

This will confirm our several conversations, which have been communicated to Lodge 7, wherein the parties agree as follows:

If at any time after July 1, 1984, through December 31, 1985, the City of Chicago grants to any other bargaining unit recognized by the City of Chicago a percentage salary or wage increase in excess of that agreed to and set forth in Article 26 (wages), it is agreed that Lodge 7 shall have the right to demand a reopening of said Article 26 for the purpose of negotiating such increases with the City of Chicago. In the event of a dispute relating to the implementation or enforcement of this Agreement, the provisions of Article 28 shall be invoked to resolve such a dispute.

As indicated above, the representations contained in this letter have been communicated to and have been relied upon by the officials and members of Lodge 7 in approving and ratifying the terms of the Agreement.

Please acknowledge the Agreement of the City of Chicago in the space indicated below.

Very truly yours,

Marvin Gittler

MG/dk

Acknowledged and Agreed to on
Behalf of the City of Chicago

Richard W. Laner

Chief Labor Negotiator

July 19, 1984

Dated

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

---

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

At this point in the Proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Referred -- PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The alderman named below presented proposed ordinance to establish loading zone at the location designated, for the distance specified, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
NATARUS (42nd Ward)	W. Illinois Street, at 112.

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:

Alderman	Location
KRYSTYNIAK (23rd Ward)	First east-west alley south of W. 51st Street, from S. Mulligan Avenue to S. Narragansett Avenue -- westerly;
BANKS (36th Ward)	W. Barry Avenue, from N. Meade Avenue to N. Austin Avenue -- easterly;
	First alley west of N. Laramie Avenue, from W. Barry Avenue to W. Fletcher Street -- northerly.

Referred -- PROPOSED ORDINANCE FOR REMOVAL OF PARKING METERS AT SPECIFIED LOCATION.

The alderman named below presented a proposed ordinance for the removal of parking meters at the location designated, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
NATARUS (42nd Ward)	Chestnut Street (north side) from N. Clark Street to the first alley west of 100 W. Chestnut Street.

Referred – PROPOSED ORDINANCE TO LIMIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATION.

The alderman named below presented a proposed ordinance to limit the parking of vehicles to a fifteen minute period during the hours designated at the location and for the distance specified, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
MADRZYK (13th Ward)	W. 61st Street (north side) from S. Kedzie Avenue to the first alley west thereof -- 15 minutes -- 8:00 A.M. to 5:00 P.M., Monday thru Friday.

Referred -- PROPOSED ORDINANCE TO DISCONTINUE PARKING LIMITATION DURING SPECIFIED HOURS ON PORTION OF SPECIFIED STREET.

Alderman Damato (37th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on January 23, 1964, printed on pages 2212- 2213 of the Journal of the Proceedings of said date, limiting the parking of vehicles on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"W. Cortland Street (both sides)	From N. Austin Avenue to N. Monitor Avenue -- 1 hour -- 9:00 A.M. to 4:00 P.M. (except Saturdays, Sundays, and holidays)."

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. Drexel Boulevard (east side), at 4901 (except for handicapped);
HUMES (8th Ward)	S. Maryland Avenue (except for handicapped);
HUELS (11th Ward)	S. Carpenter Street (west side), at 3350 (except for handicapped);
	S. Lyman Street (west side), at 2976 (except for handicapped);
	S. Wallace Street (east side), at 3551 (except for handicapped);
BURKE (14th Ward)	S. Hoyne Avenue (east side), at 5649 (except for handicapped);
STREETER (17th Ward)	S. Harvard Avenue (east side), at 7143 (except for handicapped);
SHEAHAN (19th Ward)	S. Pleasant Avenue, from W. 91st Street to W. 93rd Street (except for residential permit parking);

Alderman	Location and Distance
HAGOPIAN (30th Ward)	N. Long Avenue (west side), between two driveways approximately 100 feet south of W. Fullerton Avenue (tow-away zone);
SANTIAGO (31st Ward)	N. Hamlin Avenue, at 1415 (except for handicapped);
MELL (33rd Ward)	N. California Avenue (west side), from W. Waveland Avenue to a point 60 feet north thereof;
KOTLARZ (35th Ward)	W. Berteau Avenue (south side), at 3323 (except for handicapped);
BANKS (36th Ward)	N. Pittsburgh Avenue, at 3223 (except for handicapped);
DAMATO (37th Ward)	W. Ferdinand Avenue, at 5225 (except for handicapped);
	N. Lamon Avenue at 1225, (except for handicapped);
	N. Marmora Avenue, at 2325 (driveway);
	W. North Avenue, at 4822;
	W. North Avenue, at 4822;
	W. Thomas Street, at 4853 (except for handicapped);
CULLERTON (38th Ward)	W. Roscoe Street (south side), from N. Austin Avenue to N. Meade Avenue (except for residential permit parking);
	N. Rutherford Avenue (east side), at 3403 (except for handicapped);
LAURINO (39th Ward)	W. Agatite Avenue, at 3701 (except for handicapped);
NATARUS (42nd Ward)	W. Chestnut Street (north side), from N. Clark Street to the alley west of 100 W. Chestnut Street;

Alderman	Location and Distance
	N. Rush Street (east side), from E. Oak Street to E. Cedar Street (tow- away zone);
	N. State Parkway (east side), from W. Division Street to W. Schiller Street (tow-away zone);
VOLINI (48th Ward)	W. Summerdale Avenue (north side), at 1450 (except for handicapped);
ORR (49th Ward)	W. Thome Avenue (south side), at 1437 (except for handicapped).

Referred -- PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT SPECIFIED HOURS ON PORTION OF S. HOYNE AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at specified hours on S. Hoyne Avenue (east side) from W. 110th Place to W. 111th Street; which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROPOSED ORDINANCE TO ESTABLISH "RESIDENT PERMIT PARKING" ON PORTION OF S. ANTHONY STREET.

Alderman Humes (8th Ward) presented a proposed ordinance to establish "Resident Permit Parking" on the south side of S. Anthony Street from 79th Street to 80th Street; which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance and Time
SAWYER (6th Ward)	S. Martin Luther King Drive, from E. 95th Street to E. 99th Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
	E. 96th Street, east of S. Michigan Avenue -- 8:00 A.M. to 10:00 A.M.;
HUELS (11th Ward)	S. Shields Avenue (west side), at 3124 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
NATARUS (42nd Ward)	W. Division Street (south side), from N. Dearborn Street to N. State Street -- 6:00 P.M. to 6:00 A.M. -- tow- away zone.

Referred -- PROPOSED ORDINANCE TO DESIGNATE PORTION OF S. NEVA AVENUE AS SERVICE DRIVE, ETC.

Alderman Krystyniak presented a proposed ordinance to designate as a service drive and to permit diagonal parking at S. Neva Avenue (east side) from W. Archer Avenue to the first alley south thereof; 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:

Alderman	Location and Type of Sign
SAWYER (6th Ward)	S. Calumet Avenue and E. 93rd Street -- "2-Way Stop";
HUMES (8th Ward)	S. Anthony Street (north side), from 79th Street to 80th Street -- "No Parking Anytime";
MADRZYK (13th Ward)	S. Kostner Avenue and W. 62nd Street -- "Stop";
KRYSTYNIAK (23rd Ward)	W. 53rd Street and S. Normandy Avenue -- "All-Way Stop";

Alderman	Location and Type of Sign
NARDULLI (26th Ward)	W. Fry Street and N. Bishop Street -- "Stop";
	W. Fry Street and N. Greenview Avenue -- "Stop";
D. DAVIS (29th Ward)	From 800 to 804 N. Menard -- "No Parking Anytime";
BANKS (36th Ward)	E. Fletcher Street and N. Meade Avenue -- "Stop";
	W. George Street and N. McVicker Avenue -- "Stop";
	N. Normandy Avenue and W. Wrightwood Avenue -- "Stop";
	N. Oak Park Avenue and W. Wrightwood Avenue -- "2-Way Stop";
DAMATO (37th Ward)	W. Bloomingdale Road and N. Mason Avenue -- "Stop";
	N. Mayfield Avenue and W. Bloomingdale Road -- "Stop";
	N. Mayfield Avenue and W. Cortland Street -- "Stop";
	W. Wabansia Avenue and N. Mason Avenue -- "3-Way Stop";
CULLERTON (38th Ward)	N. Mobile Avenue and W. Warwick Avenue -- "Stop";
LAURINO (39th Ward)	W. Argyle Street and N. Springfield Avenue -- "Stop";
	N. Sauganash Avenue and N. Lowell Avenue -- "All-Way Stop";
	W. Wilson Avenue and N. Harding Avenue -- "All-Way Stop";

Alderman	Location and Type of Sign
O'CONNOR (40th Ward)	N. Francisco Avenue and W. Sunnyside Avenue -- "Stop";
PUCINSKI (41st Ward)	N. Oconto Avenue and W. Peterson Avenue -- "4-Way Stop";
NATARUS (42nd Ward)	N. Clark Street and W. Chestnut Street -- "Stop";
McLAUGHLIN (45th Ward)	N. Kenneth Avenue and W. Sunnyside Avenue -- "2-Way Stop";
	W. Lawrence Avenue and N. Central Avenue -- "No Turn on Red";
	N. Loring Avenue and N. Lieb Avenue -- "Stop";
STONE (50th Ward)	N. Hamilton Avenue and W. Hood Avenue -- "Stop";
	W. Touhy Avenue and N. Wolcott Avenue -- "2-Way Stop".

Referred -- PROPOSED ORDER FOR REMOVAL OF TRAFFIC SIGNS AT SPECIFIED LOCATION.

The aldermen named below presented two proposed orders for the removal of traffic signs on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
DAMATO (37th Ward)	N. Lavergne (both sides) "No Parking" -- 8:00 A.M. to 4:00 P.M.;
STONE (50th Ward)	Northeast corner of W. Jarlath Avenue and N. Sacramento Avenue "Stop".

Referred -- PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location and Distance
NARDULLI (26th Ward)	W. Thomas Street, from N. Damen Avenue to N. California Avenue;
SMITH (28th Ward)	W. Carroll Avenue, in the 4100 block;
	W. Van Buren Street, in the 4700 block.

---

2. ZONING ORDINANCE AMENDMENT.

Referred -- PROPOSED ORDINANCE TO RECLASSIFY PARTICULAR AREA.

Alderman Brady (15th 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 an R3 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 14-H bounded by .

a line 255.5 feet south of W. 62nd Street; S. Ashland Avenue; a line 330.5 feet south of W. 62nd Street; and the alley next west of S. Ashland Avenue.

---

3. CLAIMS.

Referred -- PROPOSED CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented ten 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
EVANS (4th Ward)	Burton Abrams;
BLOOM (5th Ward)	University of Chicago -- Stowell & Sons;
KRYSTYNIAK (23rd Ward)	Monsignors Thomas Keating and Thomas Q. Zapolsky, David S. Duracko;

Alderman	Claimant
SANTIAGO (31st Ward)	Ozie McKenzie (2);
DAMATO (37th Ward)	William Baskin;
OBERMAN (43rd Ward)	St. Vincent DePaul Center (2), Chicago Academy of Science.

---

4. UNCLASSIFIED MATTERS.
(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- PROPOSED ORDINANCE TO ISSUE PERMIT TO CONDUCT "POLITIFEST".

A proposed ordinance for the issuance of all necessary permits to the League of Women Voters and the Greater State Street Council for the use of the public way on the State Street Mall, etc. for the presentation of an event called "Politifest" to be held on Sunday, October 7, 1984. -- *Referred to the Committee on Beautification and Recreation.*

Referred -- PROPOSED ORDINANCE TO ISSUE PERMIT FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance for the issuance of the necessary permits to Hilton Hotels Corporation for the installation and maintenance of decorative lighting to be located upon the public sidewalks bordering the property on E. Balbo Street, S. Michigan Avenue, E. 8th Street and S. Wabash Avenue. -- *Referred to the Committee on Streets and Alleys.*

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO CONDUCT STREET FESTIVAL ON PORTION OF W. POLK STREET, ETC.

Also a proposed order for the issuance of the necessary permits to the University Village Association, c/o Penny Holden, 925 S. Loomis Street, to conduct a dedication in Garibaldi Park and a street festival on W. Polk Street from S. Ashland Avenue to S. Laflin Street on Saturday, September 15, 1984. -- *Referred to the Committee on Beautification and Recreation.*

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to National Advertising Company to install a sign/signboard at 615 W. 16th Street. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN EVANS (4th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 4838 S. Cottage Grove Avenue (Abraham Lincoln Day Care Center) 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 4838 S. Cottage Grove Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

On motion of Alderman Evans 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF SPECIFIED CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT REVENUE BONDS, ETC.

Also a proposed ordinance to authorize 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 to determine certain matters related thereto. -- *Referred to the Committee on Finance.*

Referred -- PROPOSED ORDINANCE TO FINANCE JACKSON PARK TRANSIT IMPROVEMENT PROJECT.

Also a proposed ordinance to execute an agreement to aid in the financing, and provide for the design, construction and related improvements to the Jackson Park Transit Improvement Project. -- *Referred to the Committee on Finance.*

Referred -- PROPOSED ORDINANCE TO FINANCE SOUTHWEST TRANSIT PROJECT.

Also a proposed ordinance to execute an agreement to aid in the financing and provide for the design, construction and related improvements to Southwest Transit Project. -- *Referred to the Committee on Finance.*

Referred -- PROPOSED ORDINANCE TO ENFORCE SPECIAL POLICE LICENSING FEE APPLICABLE TO CHARITABLE INSTITUTIONS.

Also a proposed ordinance to enforce the licensing fee of ten dollars for special police employed by the Provident Medical Center. -- *Referred to the Committee on Finance.*

Referred -- PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF E. 47TH STREET FOR RELIGIOUS SERVICES.

Also a proposed order to close to traffic E. 47th Street from 1000 east on 47th Street to 1050 east on 47th Street, blocking off the south side of E. 47th Street only, on September 14, 1984, for the purpose of holding religious services at St. Ambrose Catholic Church, 1012 E. 47th Street. -- *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN SAWYER (6th Ward):

Referred -- PROPOSED ORDER FOR INSTALLATION OF STREET LIGHT AT 7757 S. GREENWOOD AVENUE.

A proposed order for the installation of a street light in front of 7757 S. Greenwood Avenue for the benefit of the Solid Rock Temple Baptist Church parishioners. -- *Referred to the Committee on Finance.*

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT FOR NEWSSTAND AT SPECIFIED LOCATION.

Also a proposed order for the issuance of a newsstand permit to David H. Adams, Jr., to operate a stand on the southeast corner of S. Martin Luther King Jr. Drive and E. 90th Street in compliance with the Chicago Municipal Code. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN BEAVERS (7th Ward):

Referred -- PROPOSED ORDINANCE TO ENFORCE SPECIAL POLICE LICENSING FEE APPLICABLE TO CHARITABLE INSTITUTIONS.

A proposed ordinance to enforce the licensing fee of ten dollars for special police employed by the South Chicago Community Hospital. -- *Referred to the Committee on Finance.*

Presented by

ALDERMAN HUMES (8th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations to wit:

Standard Oil Gas Station 8951 South Stony Island Avenue, and Rear building at 9217 South Harper 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:

Standard Oil Gas Station, 8951 South Stony Island Avenue, and Rear building 9217 South Harper Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

On motion of Alderman Humes 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred -- PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF S. INDIANA AVENUE FOR SCHOOL PURPOSES.

A proposed order to close to traffic S. Indiana Avenue from E. 118th Place to E. 118th Street during the school lunch hour on all school days from September 11, 1984 through June 7, 1985 for the benefit of St. Mark the Evangelist School, c/o Sister Monica, 11816 S. Indiana Avenue. *-- Referred to the Committee on Traffic Control and Safety.*

Referred -- PROPOSED ORDER FOR RE-INSTALLATION OF SPECIFIED ALLEY LIGHT.

Also a proposed order to re-install an alley light at the rear of the premises at 12649 S. Yale Avenue. -- *Referred to the Committee on Finance.*

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT FOR NEWSSTAND AT SPECIFIED LOCATION.

Also a proposed order for the issuance of a newsstand permit to Lemon W. Jackson, to operate a newsstand on the southeast corner of S. Stewart Avenue and W. 119th Street in compliance with the Chicago Municipal Code. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF MUNICIPAL CODE CONCERNING SCHOOL BUSES.

A proposed ordinance to amend Chapter 27, Sections 27-342.1 and 27-342.2 of the Chicago Municipal Code to require all school buses to be equipped with a seat safety belt system and to provide for penalty provisions therefore. -- *Referred to the Joint Committee composed of the members of the Committee on Traffic Control and Safety and the Committee on Education.*

Referred -- PROPOSED RESOLUTION TO REQUIRE MINIMUM SUBMISSION TIME FOR ANY INDUSTRIAL REVENUE BOND.

Also a proposed resolution to require for submission of any industrial revenue bond, a minimum of 30 days prior to the federally mandated deadline for bond issuance. --*Referred to the Committee on Finance.*

Presented by

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO JOYCE NARDUCEY AND JAMES RYAN FOR THEIR COURAGEOUS EFFORTS.

A proposed resolution reading as follows:

WHEREAS, On September 11, 1984, Mrs. Rose Rolek had gone to Citicorp Savings, located at 3430 South Halsted Street in the 11th Ward of the City of Chicago; and

WHEREAS, When she arrived at the teller's window, she had requested that $25,000.00 be withdrawn from her savings account; and

WHEREAS, At that time, Joyce Narducey, an employee of the bank, had inquired as to why she was withdrawing so much money from the account, to which Mrs. Rolek replied that it was to have plumbing work done in her home; and

WHEREAS, Ms. Narducey then suspected that something was wrong in that this was an extremely large amount of money for someone to withdraw for plumbing repairs, and Ms. Narducey proceeded to summon James Ryan, an off- duty police officer that moonlights as a security guard for Citicorp Savings; and

WHEREAS, Officer Ryan requested that Mrs. Rolek show him a contract for the work, and Mrs. Rolek showed him a piece of paper that stated that she would eventually need $50,000.00 for all of the work that was to be done; and

WHEREAS, Upon suspecting that there was foul play involved in this incident, Officer Ryan called the Tactical Unit of the Deering Station of the Chicago Police Department; and

WHEREAS, After a thorough investigation, the Chicago Police Department had arrested 8 men involved in the attempt to end this crime that had been occurring to many people that had thought they were receiving proper service, and these men now have a court case pending; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City of Chicago, do hereby extend our deepest gratitude to Joyce Narducey and James Ryan, for their courageous efforts in helping Mrs. Rose Rolek from becoming a victim of an extremely costly crime, and that we also commend them for getting involved to help a fellow citizen and resident of the 11th Ward; and

Be It Further Resolved, That a copy of this resolution be made available for both Joyce Narducey and James Ryan.

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 ORDERS FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Also two proposed orders for the issuance of sign permits to install signs/signboards, which were *Referred to the Committee on Zoning,* as follows:

Issue permit to Foster and Kleiser to install a sign/signboard at 3830 S. Ashland Avenue for general advertising;

Issue permit to Foster and Kleiser to install a sign/signboard at 344 W. Pershing Road for general advertising.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

2550 W. 38th Street,

2557 W. 38th Street, and

2558 W. 38th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

2550 W. 38th Street,

2557 W. 38th Street, and

2558 W. 38th Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

On motion of Alderman Majerczyk 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

Also a proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

3417 W. 38th Place, and
4623 S. Rockwell Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

3417 W. 38th Place, and
4623 S. Rockwell Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

On motion of Alderman Majerczyk 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

Also a proposed ordinance reading as follows:

WHEREAS, The building located at 4200 W. 42nd Place is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 4200 W. 42nd Place is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

On motion of Alderman Majerczyk 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- PROPOSED ORDERS FOR INSTALLATION OF BUS PASSENGER SHELTERS.

Also two proposed orders for the installation of bus passenger shelters at specified locations, which were *Referred to the Committee on Local Transportation,* as follows:

Pope John Paul II Drive (north curb) at S. Kedzie Avenue;
W. 43rd Street between S. Kedzie and S. Archer Avenues.

Referred -- PROPOSED ORDERS FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Also six proposed orders for issuance of sign permits to Foster and Kleiser to install signs/signboards for advertising, which were *Referred to the Committee on Zoning,* as follows:

4480 Archer Avenue;
3965 S. Damen Avenue;
3966 S. Damen Avenue;
3919 S. Kedzie Avenue;
2609 W. 31st Street; and
2623 W. 31st Street.

Presented by

ALDERMAN BURKE (14th Ward):

OCTOBER 2, 1984 DECLARED "MOHANDAS K. GANDHI DAY IN CHICAGO."

A proposed resolution reading as follows:

WHEREAS, October 2, 1984 marks the 115th anniversary of the birth of Mohandas Karamchand Gandhi; and

WHEREAS, In addition to being the architect of freedom for India, leading his vast country over myriad social, economic and political hurdles, Gandhi is among the very few who have profoundly effected the collective thought and history of humankind; and

WHEREAS, Mohandas Gandhi is revered throughout the world for his development and application of the concept of non-violence as a driving mechanism for social and political change. Indeed, he found the phrase "passive resistance" inadequate and instead created and gave life to what he termed "Satyagraha" or "force which is born of truth and love or non-violence"; and

WHEREAS, Gandhi's book setting forth the quintessence of his ideas "Hind Swaraj" or "Indian Home Rule" contains his goal, which is surely the goal of all peoples, that is, "an exploitation free society in which the ordinary individual can claim and defend his rights"; and

WHEREAS, This great political leader, this great social leader, this blend of east and west, of ancient and modern, is ultimately recongnized as a man who put no limit to his humanity, as a man who is universally accorded the title of "Mahatma" or "great soul"; and

WHEREAS, In the words of Albert Einstein, "We are fortunate and grateful that fate has bestowed upon us so luminous a contemporary, a beacon to generations to come"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of September, 1984, do hereby declare October 2, 1984 as Mohandas K. Gandhi Day in Chicago; and

Be It Further Resolved, That we urge all Chicagoans to join with the 50,000 Asian Indians in the Chicago metropolitan area in honoring the memory of Mohandas K. Gandhi and celebrating October 2, 1984 as a special day of peace; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Indo-American Forum.

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.*

CONGRATULATIONS EXTENDED TO FRANK W. TOKARSKI UPON HIS RETIREMENT.

Also a proposed resolution reading as follows:

WHEREAS, Mr. Frank W. Tokarski, a life-long resident of the City of Chicago and the Back of the Yards Community has retired from the Chicago Park District as of August 31, 1984; and

WHEREAS, Frank W. Tokarski, started as a laborer with the Chicago Park District on June 17, 1952; and

WHEREAS, Frank W. Tokarski, retired from the Chicago Park District after 32 years of service as Maintenance Foreman; and

WHEREAS, Frank W. Tokarski, was very privileged to be able to retire from the Chicago Park District after serving the people of the City of Chicago in the areas he knew so well - McKinley Park - Gage Park and the Back of the Yards area; and

WHEREAS, Frank W. Tokarski, in addition to his long years with the Chicago Park District, is an active member of the Public Service Employees Union, Local 46, and continues to serve on its Executive Board; and

WHEREAS, Frank W. Tokarski, has also been a member of the 14th Ward Regular Democratic Organization and a member of the 14th Ward Polish Democratic Club of the City of Chicago for a great number of years; and

WHEREAS, On Friday, October 12, 1984, his family and friends will gather at a testimonial dinner to honor his retirement, at the Custom Chateau, Chicago, Illinois; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council gathered here this 18th day of September, do hereby congratulate Mr. Frank W. Tokarski on the occasion of his retirement from the Chicago Park District, and wish him the best of health for many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Frank W. Tokarski.

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.*

Presented by

ALDERMAN BURKE (14th Ward) and ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO POLICE OFFICER MATTHEW DALLIO FOR HIS EXEMPLARY PERFORMANCE.

A proposed resolution reading as follows:

WHEREAS, Police Officer Matthew Dallio is to be honored as Officer of the Month of May, 1984, of the 9th District; and

WHEREAS, Police Officer Matthew Dallio became a member of the Chicago Police Department on May 13, 1968 and was then assigned Star Number 2776; and

WHEREAS, Police Officer Matthew Dallio has been assigned to the 9th Distict, Deering Station since June 21, 1977 as a Beat Patrol Officer; and

WHEREAS, Police Officer Matthew Dallio has received numerous awards and Department Commendations for his outstanding police service; and

WHEREAS, Police Officer Matthew Dallio is being cited for his outstanding police investigative work on May 14, 1984, resulting in the arrest of a homicide offender on that same day by Officer Matthew Dallio and his partner Officer Joseph Zuzich; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here this 18th day of September, 1984, do hereby congratulate Police Officer Matthew Dallio on his outstanding police performance, may he continue to display this same dedication and perserverance throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Matthew Dallio.

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.*

CONGRATULATIONS EXTENDED TO POLICE OFFICER FRANK LIMON FOR HIS EXEMPLARY EFFORTS.

Also a proposed resolution reading as follows:

WHEREAS, Police Officer Frank Limon is to be honored as Officer of the month of July, 1984, of the 9th District; and

WHEREAS, Police Officer Frank Limon became a member of the Chicago Police Department on November 1, 1977, and was then assigned Star Number 14150; and

WHEREAS, Police Officer Frank Limon has been assigned to the 9th District, Deering Station since November 3, 1978; and

WHEREAS, Police Officer Frank Limon is assigned to the 9th District tactical unit; and

WHEREAS, Police Officer Frank Limon has received numerous awards and Department commendations for outstanding police work; and

WHEREAS, Police Officer Frank Limon along with his partner James Sweeney reacted professionally to negotiate and cease a beginning hostage situation which occured on July 14, 1984; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here this 18th day of September do hereby congratulate Police Officer Frank Limon on his outstanding police performance and may he continue to display this same dedication and perserverance throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Frank Limon.

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.*

CONGRATULATIONS EXTENDED TO POLICE OFFICER JAMES SWEENEY FOR EXEMPLARY EFFORTS.

Also a proposed resolution reading as follows:

WHEREAS, Police Officer James Sweeney is honored as Officer of the month of July, 1984, of the 9th District; and

WHEREAS, Police Officer James Sweeney became a member of the Chicago Police Department on December 18, 1967, and was then assigned Star Number 13482; and

WHEREAS, Police Officer James Sweeney has been assigned to the 9th District, Deering Station since March 26, 1968; and

WHEREAS, Police Officer James Sweeney is assigned to the 9th District tactical unit; and

WHEREAS, Police Officer James Sweeney has received numerous awards and department commendations for outstanding police work; and

WHEREAS, Police Officer James Sweeney, along with his partner Frank Limon, reacted professionally to negotiate and cease a beginning hostage situation which occurred on July 14, 1984; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here this 18th day of September do hereby congratulate Police Officer James Sweeney on his outstanding police performance and may he continue to display this same dedication and perservence throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer James Sweeney.

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.*

CONGRATULATIONS EXTENDED TO POLICE OFFICER JOSEPH ZUZICH FOR HIS EXEMPLARY EFFORTS.

Also a proposed resolution reading as follows:

WHEREAS, Police Officer Joseph Zuzich is to be honored as Officer of the Month of May, 1984, of the 9th District; and

WHEREAS, Police Officer Joseph Zuzich became a member of the Chicago Police Department on March 4, 1968 and was then assigned Star Number 10501; and

WHEREAS, Police Officer Joseph Zuzich has been assigned to the 9th District, Deering Station since January 8, 1984 as a Beat Patrol Officer; and

WHEREAS, Police Officer Joseph Zuzich has received numerous awards and Department Commendations for his outstanding police service; and

WHEREAS, Police Officer Joseph Zuzich is being cited for his outstanding police investigative work on May 14, 1984, resulting in the arrest of a homicide offender on that same day by Officer Zuzich and his partner Officer Matthew Dallio; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here this 18th day of September do hereby congratulate Police Officer Joseph Zuzich on his outstanding police performance may be continue to display this same dedication and perservence throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Joseph Zuzich.

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.*

Presented by

ALDERMAN STREETER (17th Ward):

BUILDING DECLARED PUBLIC NUISANCE ANDORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 7930 S. Halsted 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 7930 S. Halsted Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

On motion of Alderman Streeter 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

Also a proposed ordinance reading as follows:

WHEREAS, The buildings located at the following locations, to wit:

800 to 808 W. 78th Street

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations to wit:

800 to 808 W. 78th Street

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

On motion of Alderman Streeter 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN KELLAM (18th Ward):

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order for issuance of a sign permit to Foster and Kleiser to install a sign/signboard at 7801 S. Western Avenue for advertising. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN SHERMAN (21st Ward):

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Doyle Signs, Inc. to install a sign/signboard at 1221 W. 95th Street for Walgreens. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO LORRAINE AND DONALD KELLEY ON THEIR 35TH WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Donald L. Kelley, both lifelong residents of our great City of Chicago, recently celebrated thirty-five years of wedded bliss; and

WHEREAS, Lorraine Eileen Cerocke and Donald Lawrence Kelley were married at St. Mary of Perpetual Help Church June 25, 1949; and

WHEREAS, In addition to their active participation in Chicago's fine southwest community; Lorraine and Donald Kelley represent the solidity of family life: they have two children, James Michael and Sharon Eileen, and one grandchild, Brenda Lee; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago, gathered here this 18th day of September, 1984, A.D., do hereby offer our congratulations to Mr. and Mrs. Donald L. Kelley on the occasion of their Thirty- fifth Wedding Anniversary as well as our best wishes to this outstanding couple for ever continuing happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Donald L. Kelley.

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

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

Referred -- PROPOSED ORDER TO PAVE SPECIFIED ALLEY BY SPECIAL ASSESSMENT.

Also a proposed order to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley bounded by S. Kilpatrick Avenue, W. 51st Street, S. Knox Avenue and S. Archer Avenue. -- *Referred to the Committee on Streets and Alleys.*

Referred -- PROPOSED ORDERS FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Also five proposed orders for issuance of sign permits to Foster and Kleiser to install signs/signboards for advertising, which were *Referred to the Committee on Zoning*, as follows:

5234 S. Archer Avenue;
5251 S. Archer Avenue;
5535 S. Archer Avenue;
6609 S. Archer Avenue;
7004 S. Archer Avenue.

Presented by

ALDERMAN HENRY (24th Ward):

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Foster and Kleiser to install a sign/signboard at 3934 W. Cermak Road for advertising. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN MARZULLO (25th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the remaining northeasterly-southwesterly alley in the area bounded by W. 19th Street, W. Cullerton Street, S. Marshall Boulevard, and S. California Avenue for Franciscan Sisters Health Care Corp. (No. 24-25-84-928); 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.*

HONOR EXTENDED TO SLOVENIANS OF CHICAGO ON 66TH ANNIVERSARY OF THEIR INDEPENDENCE.

Also a proposed resolution reading as follows:

WHEREAS, Throughout the world, Slovenians will be observing the 66th Anniversary of their independence October 29, 1984; and

WHEREAS, Thousands of Americans of Slovenian descent are living in this City and for generations have contributed much to the progress and development of Chicago; and

WHEREAS, Slovenians of Chicago have taken an active role in the growth of our American culture, contributing notably in the field of folk music; and

WHEREAS, The Slovenians of Chicago will be celebrating the 34th Anniversary of the Slovenian Radio Program, founded by the late Dr. Ludwig A. Leskovar; and

WHEREAS, The sponsor of this celebration, the Slovenian American Radio Club, is dedicated to the continuance of Slovenian culture, primarily among younger generation; and

WHEREAS, A specially commemorative cultural program will be held October 27, 1984, featuring the best of Chicago cultural organizations and guest artists from other parts of the midwest; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of September, 1984, A.D., do hereby honor all Slovenians of Chicago on the 66th Anniversary of Slovenian independence October 29, 1984, and that we do take cognizance of the many events planned for celebrating this great event, particularly the commemorative cultural program of October 27, 1984, to which all our citizens are encouraged to attend; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Slovenian American Radio Club.

Alderman Marzullo 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 Marzullo the foregoing proposed resolution was *Adopted.*

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred -- PROPOSED ORDERS FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Two proposed orders for the issuance of sign permits to install signs/signboards, which were *Referred to the Committee on Zoning* as follows:

Issue permit to Doyle Signs, Inc. to install a sign/signboard at 4801 W. Belmont Avenue for Community Savings and Loan;

Issue permit to Foster and Kleiser to install a sign/signboard at 2501 N. Cicero Avenue for advertising.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- PROPOSED ORDINANCE TO ENFORCE SPECIAL POLICE LICENSING FEE APPLICABLE TO CHARITABLE INSTITUTIONS.

Also a proposed ordinance to enforce the licensing fee of ten dollars for special police employed by Norwegian American Hospital. -- *Referred to the Committee on Finance.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF MUNICIPAL CODE CONCERNING ZONING APPLICATIONS.

A proposed ordinance to amend Chapter 194A, Section 11.12-1 of the Chicago Municipal Code concerning the application procedure for amendments to planned developments. -- *Referred to the Committee on Zoning.*

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Foster and Kleiser to install a sign/signboard at 2310 N. Clybourn Avenue for advertising. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred -- PROPOSED ORDERS FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS.

Two proposed orders for issuance of sign permits to Foster and Kleiser to install signs/signboards for advertising, which were *Referred to the Committee on Zoning* as follows:

3555 W. Irving Park Road;

3560 W. Milwaukee Avenue.

Presented by

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO LILLIAN AND PAUL SEVCIK ON THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Paul Sevcik will celebrate their 50 years of wedded bliss November 17, 1984; and

WHEREAS, Lillian and Paul Sevcik, outstanding citizens of Chicago's northwest side community, represent the ideals of family continuity and solidity of which the leaders of this great City 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 18th day of September, 1984, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Paul Sevcik on the celebration of their Golden Wedding Anniversary November 17, 1984, as well as our very best wishes for many more years of togetherness and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Paul Sevcik.

Alderman Cullerton 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 Cullerton the foregoing proposed resolution was *Adopted.*

CONGRATULATIONS EXTENDED TO EAGLE SCOUT MICHAEL J. DOMPKE ON HIS ACHIEVEMENT.

Also a proposed resolution reading as follows:

WHEREAS, Michael J. Dompke, a fine young citizen of the great City of Chicago and the 38th Ward, is being elevated to scouting's highest rank, Eagle Scout, October 28, 1984; and

WHEREAS, Michael J. Dompke, a member of St. Pascal's Boy Scout Troop 815, typifies the constructive and positive youth in whom the leaders of our great City place so much faith and hope, and of whom we are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of September, 1984, A.D., do hereby offer our congratulations to Michael J. Dompke on being elevated to the rank of Eagle Scout, and extend to this fine young citizen our best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael J. Dompke.

Alderman Cullerton 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 Cullerton the foregoing proposed resolution was *Adopted.*

CONGRATULATIONS EXTENDED TO EAGLE SCOUT PAUL J. MONTALBANO ON HIS ACHIEVEMENT.

Also a proposed resolution reading as follows:

WHEREAS, Paul J. Montalbano, a fine young citizen of the great City of Chicago and the 38th Ward, is being elevated to scouting's highest rank, Eagle Scout, October 28, 1984; and

WHEREAS, Paul J. Montalbano, a member of St. Pascal's Boy Scout Troop 815, typifies the constructive and positive youth in whom the leaders of our great City place so much faith and hope, and of whom we are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of September, 1984, A.D., do hereby offer our congratulations to Paul J. Montalbano on being elevated to the rank of Eagle Scout, and extend to this fine young citizen our best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Paul J. Montalbano.

Alderman Cullerton 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 Cullerton the foregoing proposed resolution was *Adopted.*

CONGRATULATIONS EXTENDED TO EAGLE SCOUT DAVID G. SCHULTZ ON HIS ACHIEVEMENT.

Also a proposed resolution reading as follows:

WHEREAS, David G. Schultz, a fine young citizen of the great City of Chicago and the 38th Ward, is being elevated to scouting's highest rank, Eagle Scout, October 28, 1984; and

WHEREAS, David G. Schultz, a member of St. Pascal's Boy Scout Troop 815, typifies the constructive and positive youth in whom the leaders of our great City place so much faith and hope, and of whom we are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of September, 1984, A.D., do hereby offer our congratulations to David G. Schultz on being elevated to the rank of Eagle Scout, and extend to this fine young citizen our best wishes for a happy, successful and properous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to David G. Schultz.

Alderman Cullerton 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 Cullerton the foregoing proposed resolution was *Adopted.*

Referred -- PROPOSED ORDERS TO ISSUE PERMITS TO CONSTRUCT AND MAINTAIN CANOPIES.

Also two proposed orders to issue 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:

Basil Portocolio -- to construct and maintain a canopy at 5516-20 W. Belmont Avenue;

David Pintor -- to construct and maintain a canopy at 3511-13 N. Central Avenue.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred -- PROPOSED ORDINANCE TO CREATE NEW CHAPTER 144 IN MUNICIPAL CODE CONCERNING LANDSCAPERS AND TREE TRIMMERS.

A proposed ordinance to insert a new chapter to be known as Chapter 144 in the Chicago Municipal Code to license and regulate landscapers and tree trimmers. -- *Referred to the Committee on Beautification and Recreation.*

Referred -- PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF MUNICIPAL CODE CONCERNING RESTRICTIONS PLACED ON EFFICIENCY UNITS.

Also a proposed ordinance to amend Chapter 194A of the Chicago Municipal Code, known as the Chicago Zoning Ordinance, by deleting Sections 7.5(5)a, 7.5(6), 7.5(6)a and 7.5(6)b, and by inserting a new section to be known as Section 7.5(6) in reference to the restriction placed on efficiency units. -- *Referred to the Committee on Zoning.*

Presented by

ALDERMAN LAURINO (39th Ward) and ALDERMAN STONE (50th Ward):

Referred -- PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF MUNICIPAL CODE CONCERNING VEHICULAR HEADLIGHT OPERATION.

A proposed ordinance to amend Chapter 27 of the Chicago Municipal Code by adding a new section to be known as Section 27-346.1 in reference to vehicular headlight operation for motorcycles and all other motor vehicles. -- *Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN O'CONNOR (40th Ward):

Referred -- PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to North Park College and Theological Seminary for a temporary easement, to maintain and use a part of N. Albany Avenue as an extension of the athletic track facility which is located near W. Foster Avenue. -- *Referred to the Committee on Streets and Alleys.*

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

Also a proposed order for the issuance of a permit to O. S. H., Inc., d/b/a Bowmanville Cafe, to maintain and use an existing canopy attached to the building or structure at 5159 N. Lincoln Avenue. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN O'CONNOR (40th Ward) and ALDERMAN VOLINI (48th Ward):

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO CONDUCT SIDEWALK SALE.

A proposed order for the issuance of the necessary permit to the Andersonville Chamber of Commerce, c/o Sasha Betke, 5247 N. Clark Street, to conduct a sidewalk sale on both sides of N. Clark Street from W. Carmen Avenue to N. Ridge Avenue for the period of September 14-15, 1984. -- *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT FOR NEWSSTAND AT SPECIFIED LOCATION.

A proposed order for the issuance of a newsstand permit to Russell Stevens to operate a stand on the southeast corner of W. Devon Avenue and N. Caldwell Avenue in complaince with the Chicago Municipal Code. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- PROPOSED ORDINANCE TO AMEND LOCATION OF TAXICAB STAND 115.

A proposed ordinance to amend the location of taxicab stand 115 by hereafter creating it to be on E. Walton Place, along the north curb, from a point 245 feet east of the east property line of N. Michigan Avenue to a point 197 feet east thereof for ten vehicles (instead of on E. Walton Place, along the north curb, from a point 205 feet east of the east property line of N. Michigan Avenue to a point 237 feet east thereof for ten vehicles). -- *Referred to the Committee on Local Transportation.*

Referred -- PROPOSED ORDINANCE TO AMEND LOCATION OF TAXICAB STAND 551.

Also a proposed ordinance to amend the location of taxicab stand 551 by hereafter creating it to be on E. Ohio Street, along the south curb, from a point 137 feet east of the property line of N. St. Clair Street to a point 80 feet east thereof for four taxicabs (instead of on E. Ohio

Street, along the south curb, from a point 207 feet east of the property line of N. St. Clair Street to a point 80 feet east thereof for four taxicabs). -- *Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN HANSEN (44th Ward) and OTHERS:

"SPECIAL CUBS WORLD SERIES COMMITTEE" ESTABLISHED TO OVERSEE INTENSIFIED CITY SERVICES DURING PLAY-OFFS AND WORLD SERIES AT WRIGLEY FIELD.

A proposed resolution, presented by Aldermen Hansen, Schulter and Orbach, reading as follows:

WHEREAS, At this time the great Chicago Cubs are on their way to a National League pennant race and therefore to the World Series 1984; and

WHEREAS, The mass ecstasy which accompanies the Cubs on their continuing victories has already brought thousands upon thousands of fans both loyal and new to the Wrigley Field area; and

WHEREAS, During the championship series many more thousands of Cub fans will spend much time at Wrigley Field, which will bring about an intensification and an increase in City services designed to solve any problems brought about by such inordinate congestion; and

WHEREAS, It is therefore both fitting and proper to create a Special Committee which would oversee and help collate the various City services which would be implemented to handle those ecstatic Wrigley Field crowds; now, therefore,

Be It Resolved, That there is hereby established a Special Cubs World Series Committee headed by Alderman Bernard J. Hansen (44th Ward) and made up of nine members of either the public or private sector whom he may appoint. Purpose of said Committee will be to oversee and implement the many City services which would function in the Wrigley Field area during the massive attractions of the Championship Series involving our great Chicago Cubs.

Alderman Hansen 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 Hansen the foregoing proposed resolution was *Adopted.*

DESIGNATIONS OF PORTION OF W. ADDISON STREET AS "CUBS' PENNANT PATHWAY."

Also a proposed resolution, presented by Aldermen Hansen and Orbach, reading as follows:

WHEREAS, After almost forty long years the "Miracle of Addison Street" is about to be achieved; and

WHEREAS, At this hour Chicago's beloved Cubs are within a few victories of clinching the National League pennant and bringing to the great north side and to all of Chicago, and to the great heartland of our nation, the World Series baseball games of 1984; and

WHEREAS, The stirring achievements of the Chicago Cubs during the current baseball season have been directly accountable to the "Go Go" spirit of the club, under the admirable management of Jim Frey; and

WHEREAS, This spirit is a reflection of our great City's "I Will" attitude, and partakes, therefore, of the nature of a great civic accomplishment; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 18th day of September, 1984, A.D., hereby designate the throughfare of W. Addison Street between N. Lake Shore Drive and N. Western Avenue to be known as "Cubs' Pennant Pathway" from the present until our heroes of the diamond have won the World Series and added this great new gem to the crown of the greatest sports City in the world; and

Be It Further Resolved, That bells ring, whistles blast, bands play, and general joy be unconfined when the coveted pennant has been won by the heroes of W. Addison Street, the Chicago Cubs.

Alderman Hansen 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 Hansen the foregoing proposed resolution was *Adopted.*

Referred -- PROPOSED ORDINANCE TO AMEND CHAPTER 192, SECTION 192-5.2 OF MUNICIPAL CODE CONCERNING JAIL SENTENCE FOR SPECIFIED FIRST OFFENDERS.

Also a proposed ordinance, presented by Aldermen Hansen, Schulter, O'Connor, Orbach and Volini, to amend Chapter 192, Section 192-5.2 of the Chicago Municipal Code by adding thereto an optional ten-day jail sentence for first time offenders of the solicitation ordinance. -- *Referred to the Committee on Municipal Code Revisions.*

Presented by

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO BERRY MEMORIAL UNITED METHODIST CHURCH ON ITS' 75TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, 1984, which is the 200th Year of Methodism in these United States, also marks the 75th Anniversary of Berry Memorial United Methodist Church in our great City of Chicago; and

WHEREAS, Berry Memorial United Methodist Church has been an inspirational and progressive force in the Ravenswood-Lincoln Square community most of the 20th Century and is a source of pride to all the leaders of our City; and

WHEREAS, Friends and members of Berry Memorial United Methodist Church are celebrating this joyous anniversary September 30, 1984; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of September, 1984, A.D., do hereby extend our congratulations and best wishes to David L. Haley, the pastor, and to all the members and friends of Berry Memorial United Methodist Church on the occasion of this great institution's 75th Anniversary, and take cognizance of all the events planned for this joyous occasion; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Berry Memorial United Methodist Church.

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 the foregoing proposed resolution was *Adopted.*

Referred -- PROPOSED ORDER TO INSTALL SPECIFIED SIGNAGE PROGRAM.

Also a proposed order to install street signs at various locations within the Northcenter Chamber of Commerce area. -- *Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN SCHULTER (47th Ward) and OTHERS:

Referred -- PROPOSED ORDINANCE TO AMEND CHAPTER 147, SECTION 147-13 OF MUNICIPAL CODE CONCERNING LATE HOUR LIQUOR LICENSES.

A proposed ordinance, presented by Aldermen Schulter, Hansen, O'Connor, Hagopian, Stone, Orbach, Huels, Volini and Kellam, to amend Chapter 147, Section 147-13 of the Chicago Municipal Code in reference to late hour liquor licenses and appropriate fees thereto for such privileges. -- *Referred to the Committee on License.*

Presented by

ALDERMAN VOLINI (48th Ward):

Referred -- PROPOSED ORDER TO ISSUE PERMIT TO CONDUCT "INTERNATIONAL TASTE OF ANDERSONVILLE."

A proposed order for issuance of a permit to the Andersonville Chamber of Commerce, 5247 N. Clark Street, to conduct an "International Taste of Andersonville" on W. Summerdale Avenue from N. Clark Street to the first alley east thereof on September 15, 1984. -- *Referred to the Committee on Beautification and Recreation.*

Referred -- PROPOSED RESOLUTION TO CREATE INTERDISCIPLINARY COMMITTEE IN REFERENCE TO SOLICITATION FOR PROSTITUTION, ETC.

Also a proposed resolution urging the Committee on Police and Fire to hold hearings to determine whether the existing anti-solicitation for prostitution ordinance (MCC 192-5.2) is being enforced, and further to create an interdisciplinary committee to include the Chicago police, the Corporation Counsel's office, the State Attorney's office and judiciary, and various community groups to seek a solution to make the aforementioned ordinance a viable means to suppress prostitution in neighborhoods. -- *Referred to the Committee on Police and Fire.*

Presented by

ALDERMAN ORR (49th Ward):

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO CONDUCT SIDEWALK AND STREET ARTS AND CRAFTS SALE.

A proposed order for the issuance of a permit to Loyola Sheridan County Fair, c/o Russell Game, 1936 W. Bradley Place, to conduct a sidewalk and street arts and crafts sale on N. Sheridan Road (west side of sidewalk) from 6536 to 6604; and on W. Albion Avenue (both sides and street) from 1200 to the first alley, on Saturday, September 29, 1984 -- *Referred to the Committee on Beautification and Recreation.*

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

Also a proposed order for issuance of a permit to Irmco Properties and Management Corporation, to maintain and use an existing canopy attached to the building or structure at 1038-1050 W. Granville Avenue. -- *Referred to the Committee on Streets and Alleys.*

Referred -- PROPOSED RESOLUTION FOR SAFE STUDENT TRANSPORTATION.

Also a proposed resolution to ensure the safety of those pupils involved in the Permissive Transfer Program, including but not limited to the provision of crossing guards, etc. -- *Referred to the Committee on Education.*

Presented by

ALDERMAN STONE (50th Ward):

Referred -- PROPOSED ORDER FOR ISSUANCE OF PERMIT TO CONDUCT INTERNATIONAL FESTIVAL.

A proposed order for the issuance of a permit to the Northtown Chamber of Commerce and the Mayor's Office of Special Events, 2400 W. Devon Avenue, to conduct an International Festival from 8:00 A.M. September 22 to 6:00 P.M. September 23, 1984. -- *Referred to the Committee on Beautification and Recreation.*

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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 HENRY (24th Ward):

7th Day Adventist Church -- for electrical work on the premises known as 3808 W. Polk Street.

Union Hill Baptist Church -- for electrical installations on the premises known as 600 S. Tripp Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

St. Elizabeth's Hospital -- for construction of a canopy on the premises known as 1431 N. Clarendon Avenue.

BY ALDERMAN DAMATO (37th Ward):

Catholic Bishop of Chicago-St. Thomas Acquinas School -- for electrical installations on the premises known as 116 N. Leclaire Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Alliance Francaise, 218 E. Ontario Street -- for construction on the premises known as 810 N. Dearborn Street.

Northwestern Memorial Hospital/Passavant Pavilion -- for remodeling the tenth floor on the premises known as 333 E. Superior Street.

BY ALDERMAN OBERMAN (43rd Ward):

Grant Hospital -- for electrical work on the premises known as 550 W. Webster Avenue.

BY ALDERMAN ORR (49th Ward):

Howard Area Early Childhood Center -- for remodeling on the premises known as 7638-42 N. Paulina Street.

Saint Francis Medical Center/Howard Area Community Center -- for remodeling on the premises known as 7644-48 N. Paulina Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN GABINSKI (32nd Ward):

Salvation Army Chicago Central Adult Rehabilitation Center, 506 N. Desplaines Street.

BY ALDERMAN LAURINO (39th Ward):

Bohemian Home for the Aged, 5061 N. Pulaski Road.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BLOOM (5th Ward):

St. Mary's Square Living Center of Chicago, Inc., 7270 S. South Shore Drive -- boiler and fuel burning equipment, driveway and mechanical ventilation inspections (3).

University of Chicago, 5801 S. Ellis Avenue -- institutional inspection.

WATER RATE EXEMPTIONS:

BY ALDERMAN PUCINKSI (41st Ward):

St. James Evangelical Lutheran Church, 7400-7410 W. Foster Avenue.

BY ALDERMAN STONE (50th Ward):

Congregation Chevro Kad Had, 2040 W. Devon Avenue.

Bernard Horwich Center of Chicago, 3003 W. Touhy Avenue.

Northwest Home for the Aged, 6300 N. California Avenue.

UNFINISHED BUSINESS.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NO. 17-H (As Amended).

On motion of Alderman Gabinski the City Council took up for consideration the report of the Committee on Zoning deferred and published in the Journal of the Proceedings of September 6, 1984, pages 8866 and 8920, recommending that the City Council pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 17-H.

On motion of Alderman Gabinski 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 17-H in the area bounded by

a line 110.05 feet north of and parallel to W. Pratt Boulevard; N. Ashland Avenue; W. Pratt Boulevard; and the alley next west of and parallel to N. Ashland Avenue,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

EXECUTIVE OF AGREEMENT AUTHORIZED FOR REHABILITATION OF FACILITY AT 1714 W. DIVISION STREET.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of September 6, 1984, pages 8468-8487, recommending that the City Council pass a proposed ordinance authorizing the execution of a redevelopment agreement for the rehabilitation of a facility at 1714 W. Division Street (Wicker Park Medical Associates).

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, passed an ordinance authorizing the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to develop a medical center at 1714 West Division; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-83-AA-17-0143 which provides for a loan of grant funds to Wicker Park Medical Associates in the amount of $241,800 for the rehabilitation of facility as a medical center located at 1714 West Division which will create expanded employment in the area; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend $241,800 of Urban Development Action Grant funds to Wicker Park Medical Associates for the purpose of rehabilitating a facility located at 1714 Division into a

medical center; and which Redevelopment Agreement obligates Wicker Park Medical Associates to make the aforesaid improvements by expending approximately $968,500 in private funds; and further obligates Wicker Park Medical Associates to use its best efforts to create 44 new, permanent job opportunities as represented in the original application for funds.

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

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

[Exhibit A printed on pages 9457 thru 9474 of this Journal.]

EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED FOR RENOVATION AND REHABILITATION OF PROPERTY AT 3140 W. ARMITAGE AVENUE.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of September 6, 1984, pages 8469 and 8488-8505, recommending that the City Council pass a proposed ordinance authorizing the execution of a redevelopment agreement for the renovation and rehabilitation of property at 3140 W. Armitage Avenue (William J. Weinke).

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed June 6, 1984, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to develop a retail shopping area at 3140 West Armitage; and

(Continued on page 9475)

URBAN DEVELOPMENT ACTION GRANT
REDEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, as of the _____ day of _____, 19___, between the CITY OF CHICAGO, ILLINOIS (the "City"), by and through the Department of Economic Development ("Department"), having its offices at 20 North Clark Street Chicago, Illinois 60602; and Wicker Park Medical Associates, an Illinois Limited Partnership in formation, [illegible] dated [illegible] 19 ("Borrower") the sole beneficiary of which [illegible] of Chicago and [illegible] Illinois [illegible], having its principal offices at 6419 Hoffman Terrace, Morton Grove, 60053 [illegible] Illinois [illegible], _____ ("Developer").

W I T N E S S E T H:

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

WHEREAS, it is the intention of Borrower to acquire (and Developer) to rehabilitate and further develop a facility at 1714 West Division Street, Chicago, Illinois, which will allow (Borrower) (Developer) to create new employment opportunities; and

WHEREAS, the Department of Economic Development of the City of Chicago has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the acquisition by (Borrower) (Developer) and renovation by (Borrower) (Developer) of said Project; and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-83-AA-17-0143 (the "UDAG Grant") which provides that $241,800.00 may be loaned by the City to Borrower for the above Project; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. Definitions.

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

1.1. "Property" shall mean the land, buildings and fixtures located at 1714 West Division Avenue, Chicago, Illinois.

1.2. "Construction Lender" shall mean Lyons Federal Savings and Loan Association.

1.3. "Permanent Lender" shall mean Lyons Federal Savings and Loan Association.

1.4. "UDAG Collateral" shall mean the land and building comprising the Project.

1.5. "UDAG Grant Agreement" shall mean the Agreement Numbered B-83-AA-17-0142 and dated December 29, 1983, between the Secretary of Housing and Urban Development and the City.

1.6. "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

SECTION II. Consideration.

In consideration of the City, Borrower and Developer 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, Borrower and Developer agree as hereinafter set forth.

SECTION III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION IV. (Borrower's) (Developer's) Covenants.

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

4.2. (Borrower) (Developer) shall use its best efforts to cause to be added to ~~the permanent~~ work force on the property within 48 months after the date of preliminary approval of the UDAG Grant Agreement, 44 permanent jobs, of which 10 will be for low and moderate income persons, 5 will be for CETA-eligible persons, and 26 will be for minority persons. (Borrower) (Developer) further agrees that in furtherance of achieving the aforesaid

employment goals, it shall enter into a First Source Agreement with the City substantially in the form of Exhibit D attached hereto and made a part hereof.

4.3. (Borrower) (Developer) shall provide the evidence of private financing set forth in Exhibit E attached hereto and made a part hereof.

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

4.5. (BORROWER) (DEVELOPER) EXPRESSLY AGREES THAT THE FUNDS AVAILABLE PURSUANT TO THIS AGREEMENT SHALL NOT BE DEEMED COMMITTED BY THE CITY TO THE BORROWER UNTIL THE CITY HAS RECEIVED A RELEASE OF FUNDS ("ROF") FROM THE SECRETARY, AND ANY OTHERWISE ELIGIBLE COST INCURRED BY THE DEVELOPER PRIOR TO SAID ROF SHALL BE AT DEVELOPER'S SOLE RISK, IF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SHOULD LATER WITHDRAW THE UDAG GRANT FUND.

4.6. The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the UDAG Grant Agreement, as amended from time to time.

SECTION V. Inspection and Review.

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

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

5.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until

the completion of all close-out procedures respecting the UDAG Grant and until the final settlement and conclusion of all issues arising out of the UDAG Grant.

SECTION VI. Certificate of Completion.

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

SECTION VII. Restrictions on Use.

During the term of the Loan, (Borrower) (Developer) shall devote the Property solely for purposes of conducting its business.

SECTION VIII. Other Security Interests.

8.1. During the term of the Loan, Borrower may grant security interests in, or may otherwise encumber the UDAG Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the UDAG Collateral.

8.2. Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the UDAG Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the UDAG Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of (Borrower) (Developer) set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such

holder to devote the UDAG Collateral to any use, or to construct any improvements on the Property.

SECTION IX. Events of Default.

(Borrower) (and Developer) shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of (Borrower) (Developer) proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the Collateral; (d) 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) (Developer) or any guarantor or surety for (Borrower) (Developer), or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement. If a monetary default shall have occurred and shall continue for ten (10) days, the City without obligation to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred and should continue for thirty (30) days, the City shall send notice to (Borrower) (Developer) of such default. If such default is not cured within thirty (30) days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if (Borrower) (Developer) has commenced efforts to cure then the time to cure shall be extended so long as it diligently continues to cure such default (herein referred to as the "Cure Period").

SECTION X. 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 if applicable, 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 Additional Collateral, or any part thereof, and for that purpose may, so far as (Borrower) (Developer) 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 Additional Collateral or any part thereof may be situated and remove the same therefrom (provided

that if the Additional 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 Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to (Borrower) (Developer)'s right of redemption in satisfaction of (Borrower's) (Developer's) obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the (Borrower's) (Developer's) premises. City may require (Borrower) (Developer) to assemble the Additional 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 Additional 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) (Developer) 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) (Developer) 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 Additional 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) (Developer) for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, (Borrower's) (Developer's) failure to meet its obligations pursuant to Exhibit F, City may at its sole option assess a late charge of $50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of 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 (Developer's) obligations remains unsatisfied.

SECTION XI. 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 (or Developer) shall bind (its) (their) heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by (both) Borrower (and Developer).

(b) All rights of City to and under this Agreement and in and to the UDAG Collateral shall pass to and may be exercised by any assignee thereof. Borrower (and Developer) agree(s) that if City gives notice to (Borrower) (Developer) of an assignment of said rights, upon such notice, the liability of (Borrower) (Developer) to the assignee shall be immediate and absolute. (Neither) Borrower (nor Developer) 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) (Developer) shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

SECTION XII. Housing and Urban Development Approval.

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

SECTION XIII. Equal Employment Opportunity

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

13.1. (Borrower) (Developer) will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. (Borrower) (Developer) 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) (Developer) agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13.2. (Borrower) (Developer) 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.

13.3. (Borrower) (Developer) will include the provisions of subsections 13.1 and 13.2 of this Section XIII in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

13.5. Notwithstanding anything herein to the contrary, any (Borrower) (Developer) contract for the purchase of UDAG Equipment shall not be subject to the provisions of this Section XIII.

SECTION XIV. No Assignment or Succession.

No transfer of Loan funds by the City to Borrower shall be, or be deemed to be, an assignment of UDAG Grant funds, and (neither) Borrower (nor Developer) shall (not) succeed to any rights, benefits or advantages of the City under the UDAG Grant, nor attain any rights, privileges, authorities or interests in or under the UDAG Grant.

SECTION XV. Disclaimer of Relationship.

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

SECTION XVI. Conflict of Interest.

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

SECTION XVII. Limitation of Liability.

Borrower (and Developer) expressly agree(s) that no member, official, employee or agent of City shall be individually or personally liable to Borrower (or Developer), (its) their successors or assigns in the event of any default or breach by the City under this Agreement.

SECTION XVIII. Time of the Essence.

Time is of the essence of this Agreement.

SECTION XIX. Additional Provisions.

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

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

If to City:
City of Chicago, Illinois
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower (or Developer):
Wicker Park Medical Associates
6419 Hoffman Terrace
Morton Grove, IL
Attention:

With a Copy to:
LAW OFFICES
JAMES H. WOLF & ASSOCIATES, LTD.
Suite 1530
33 North Dearborn
Chicago, Illinois 60602

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

19.3. 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.

19.4. 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, Borrower (and Developer) 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

_____

_____

[redacted]

[redacted] _____

[redacted] _____

WICKER PARK MEDICAL ASSOCIATES

By Its General Partner:
WICKER PARK MEDICAL ASSOCIATES, INC.

By: _____
Its President

Attest:

By: _____
Its (Assistant) Secretary

(Corporate Seal)

EXHIBIT A
TO REDEVELOPMENT AGREEMENT

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower $241,800.00 of Grant Funds for rehabilitation and development of a building as medical office faility.

of an industrial building.

2. (Borrower) (and Developer) agree to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Borrower shall acquire, and (Developer shall) rehabilitate the Property to develop the Project for a total cost of $1,085,240.00.

(b) (Borrower) (Developer) shall provide at least $118,590.00 of equity.

((c) (Borrower) (Developer) shall borrow at least $750,000.00 from Lyons Federal Savings and Loan Association.)

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the UDAG Grant.

EXHIBIT B
TO REDEVELOPMENT AGREEMENT

The terms and conditions of the loan will be consistent with the following:

1. Construction Loan.

(a) The principal amount of the loan shall be $241,800.00.

(b) Interest at the rate of 4% years 1 thru 5, 6% years 6 thru 10, 8% years 11 and 12 per annum shall be accrued on all UDAG Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form a new enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the UDAG Grant funds to Borrower and shall continue for a period of 18 months from said initial disbursement, but in no event later than June 30, 1986.

(d) The following shall be required of Borrower or Developer as Conditions Precedent to disbursement of Loan proceeds:

(i) (Borrower) (Developer) shall certify to City and HUD that (Borrower) (Developer) has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(ii) Borrower shall furnish to City a commitment for an ALTA policy of mortgagee title insurance, in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, subordinated only to the first mortgage of LYONS FEDERAL SAVINGS AND LOAN ASSOCIATION to secure a loan in an amount not to exceed $750,000.00 and to the extent machinery and equipment may be

determined to be fixtures, subordinated to a security interest in machinery and equipment in favor of _____ LYONS FEDERAL SAVINGS AND LOAN ASSOCIATION.

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.

(iv) The (Borrower) (Developer) shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company") which Disbursement Agreement shall provide that Company shall receive, from (Borrower) (Developer), to review and approve no more frequently than monthly, the following as a condition precedent to the disbursement of any Loan proceeds to Borrower:

(aa) A Request for Advance, specifying the amount requested, that said amount is for UDAG eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(cc) Certification by (Borrower's) (Developer's) architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as (Borrower's) (Developer's) cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a staged basis, a voucher and paid receipts basis, or any combination of same;

(ff) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of $1.00 of UDAG Grant funds for every $ 3.59 of

private funds expended by Borrower (and Developer) for the Project.

(vi) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of HUD and the Secretary of HUD has authorized the City to draw down such funds from its letter of credit.

2. Permanent Loan.

(a) The permanent loan shall be the total sum of $ 241,800.00 (the original principal) plus the interest accrued during the construction period and payment deferral period.

(b) The term of the loan shall be 12 years commencing upon substantial completion of construction but in no event later than June 30, 1998.

(c) The interest rate shall be 4% years 1 thru 5
6% years 6 thru 10
8% years 11 thru 12 per annum.

(d) Principal and interest payments on construction loan shall be deferred and accrued during the construction period but in no event later than June 30, 1987, and said accrued interest added to the principal balance to form the permanent loan. Thereafter, monthly amortization payments of interest and principal shall be made to completely pay off the loan over the remaining loan term.

3. Sale/Refinancing. The entire balance of the outstanding principal of the UDAG loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the (Borrower) (Developer), or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the Project.

4. Prepayment of Loan. The loan may be prepaid (at any time without penalty).

EXHIBIT C.
TO REDEVELOPMENT AGREEMENT

The Loan made pursuant to this Agreement shall be secured by the following:

A second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of Lyons Federal Savings and Loan Association

(the "Senior Lender") in an amount not to exceed $750,000.00.

The Loan shall be guaranteed by Wicker Park Medical Associates, Inc., to the extent of its assets.

EXHIBIT E
TO REDEVELOPMENT AGREEMENT

1. Lyons Federal Savings and Loan Association

shall loan the sum of $750,000.00 to Borrower for the purpose of rehabilitation and development of a building as a medical office facility.

2. _____ shall loan at least $_____ to (Borrower) (Developer) for the purpose of _____ of the property.

3. (Borrower) (Developer) shall provide not less than $118,590.00 in equity funds for (renovation, fixed assets and working capital).

EXHIBIT F
TO REDEVELOPMENT AGREEMENT

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Borrower shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing U. S. Department of Labor Form 308, or equivalent (see Attachment 1).

2. Not less than fifteen (15) days prior to the initiation of any construction activities the Borrower shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form HUD-1421 (6-75) or equivalent (see Attachment 2).

3. Upon initiation of construction activities the Borrower shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

4. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Borrower shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Borrower shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee (see Attachment 3). All of the above information is due weekly. The cure period shall be two weeks.

(Continued from page 9456)

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-84-AA-17-0158 which provides for a loan of grant funds to William J. Weinke in the amount of $290,000.00 for the renovation of property at 3140 West Armitage, which will create expanded employment in the area; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and excute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security to lend $290,000.00 of Urban Development Action Grant funds to William J. Weinke for the purpose of renovating property located at 3140 W. Armitage Avenue, Chicago, Illinois and which Redevelopment Agreement obligates William J. Weinke to make the aforesaid improvements by expending approximately $790,000 in private funds; and further obligates William J. Weinke to use his best efforts to create 46 new, permanent job opportunities as represented in the original application for funds.

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

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

[Exhibit A printed on pages 9476 thru 9492 of this Journal.]

CHAPTER 27, SECTION 27-353(d) OF MUNICIPAL CODE AMENDED CONCERNING REGULATION OF VEHICULAR AUDIBLE SIGNAL DEVICES.

On motion of Alderman Orbach, the City Council took up for consideration the report of the Committee on Municipal Code Revision deferred and published in the Journal of the Proceedings of September 6, 1984, pages 8637-8638, recommending that the City Council pass a proposed ordinance to amend Chapter 27, Section 27- 353(d) of the Chicago Municipal Code concerning the regulation of vehicular audible signal devices.

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

(Continued on page 9493)

URBAN DEVELOPMENT ACTION GRANT
REDEVELOPMENT AGREEMENT

Agreement made in Chicago, Illinois, as of the _____day of _____, 19___, between the CITY OF CHICAGO, ILLINOIS (the "City"), by and through the Department of Economic Development ("DED"), having its offices at 20 North Clark Street, Chicago, Illinois 60602; and WILLIAM J. WIENKE, an individual, having his principal offices at 1704A Wildberry, Glenview, Illinois 60025, ("Developer").

W I T N E S S E T H:

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

WHEREAS, it is the intention of Borrower to acquire to renovate a facility at 3140 West Armitage Avenue, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

WHEREAS, the Department of Economic Development of the City of Chicago has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the renovation by Borrower of said facility; and

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-84-AA-17-0158 (the "UDAG Grant") which provides that $290,000 may be loaned by the City to Borrower for the above project; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. Definitions.

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

1.1. "Property" shall mean the land, buildings and fixtures located at 3140 West Armitage Avenue, Chicago, Illinois.

1.2. "Construction Lender" shall mean Lyons Savings and Loan Association

1.3. "Lessee" shall mean Walgreen Company, an Illinois corporation.

1.4. "UDAG Collateral" shall mean the land and building comprising the Project.

1.5. "UDAG Grant Agreement" shall mean the Agreement Numbered B-84-AA-17-0158 and dated April 6, 1984 between the Secretary of Housing and Urban Development and the City.

1.6. "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

SECTION II. 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 III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION IV. Borrower's Covenants.

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

4.2. Borrower shall use his best efforts to cause to be added to his present work force within 24 months after the date of preliminary approval of the UDAG Grant Agreement, 46 permanent jobs, of which 32 will be for CETA-eligible persons, and 28 will be for minority persons. Borrower further agrees that in furtherance of achieving the aforesaid employment goals, it shall enter into a First Source Agreement with the City substantially in the form of Exhibit D attached hereto and made a part hereof.

4.3. Borrower shall provide the evidence of private financing set forth in Exhibit E attached hereto and made a part hereof.

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

4.5. BORROWER EXPRESSLY AGREES THAT THE FUNDS AVAILABLE PURSUANT TO THIS AGREEMENT SHALL NOT BE DEEMED COMMITTED BY THE CITY TO THE BORROWER UNTIL THE CITY HAS RECEIVED A RELEASE OF FUNDS ("ROF") FROM THE SECRETARY, AND ANY OTHERWISE ELIGIBLE COST INCURRED BY THE BORROWER PRIOR TO SAID ROF SHALL BE AT BORROWER'S SOLE RISK, IF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SHOULD LATER WITHDRAW THE UDAG GRANT FUND.

4.6. The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the UDAG Grant Agreement, as amended from time to time.

SECTION V. Inspection and Review.

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

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

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

SECTION VI. Certificate of Completion.

Promptly after completion by Borrower of each portion of the Project, the City will furnish Borrower with appropriate instruments certifying such completion. Such certifications

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

SECTION VII. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting his business.

SECTION VIII. Other Security Interests.

8.1. During the term of the Loan, Borrower may grant security interests in, or may otherwise encumber the UDAG Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the UDAG Collateral.

8.2. Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the UDAG Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the UDAG Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Borrower set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the UDAG Collateral to any use, or to construct any improvements on the Property.

SECTION IX. 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 ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to

herein after the expiration of the Cure Period (as hereinafter defined); (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) the making of any levy, seizure or attachment on the Collateral; (d) 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 or surety for Borrower, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement. If a monetary default shall have occurred and shall continue for ten (10) days, the City without obligation to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred and should continue for thirty (30) days, the City shall send notice to Borrower of such default. If such default is not cured within thirty (30) days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Borrower has commenced efforts to cure then the time to cure shall be extended so long as it diligently continues to cure such default (herein referred to as the "Cure Period").

SECTION X. 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 if applicable, 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 Additional 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 Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional 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 Additional Collateral for sale, until disposed of, or may propose to retain the Additional 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 Additional Collateral unusable

and dispose of the Additional Collateral on the Borrower's premises. City may require Borrower to assemble the Additional 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 Additional 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 Additional 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. Notwithstanding anything contained herein to the contrary, Borrower's failure to meet his obligations pursuant to Exhibit F, City may at its sole option assess a late charge of $50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of 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 remains unsatisfied.

SECTION XI. 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 his heirs, executors or administrators or his successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by Borrower.

(b) All rights of City to and under this Agreement and in and to the UDAG 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.

SECTION XII. Housing and Urban Development Approval.

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

SECTION XIII. Equal Employment Opportunity

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

13.1. 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.

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

13.3. Borrower will include the provisions of subsections 13.1 and 13.2 of this Section XIII in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of his contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

13.5. Notwithstanding anything herein to the contrary, any Borrower contract for the purchase of UDAG Equipment shall not be subject to the provisions of this Section XIII.

SECTION XIV. No Assignment or Succession.

No transfer of Loan funds by the City to Borrower shall be, or be deemed to be, an assignment of UDAG Grant funds, and Borrower shall not succeed to any rights, benefits or advantages of the City under the UDAG Grant, nor attain any rights, privileges, authorities or interests in or under the UDAG Grant.

SECTION XV. Disclaimer of Relationship.

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

SECTION XVI. Conflict of Interest.

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

SECTION XVII. Limitation of Liability.

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

SECTION XVIII. Time of the Essence.

Time is of the essence of this Agreement.

SECTION XIX. Additional Provisions.

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

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

If to City:	City of Chicago, Illinois City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Borrower:	William J. Weinke 1704 A Wildberry Glenview, Illinois 60025

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

19.3. 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.

19.4. 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: William J. Weinke

Attest:

By: _____

EXHIBIT A
TO REDEVELOPMENT AGREEMENT

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower $290,000 of Grant Funds for rehabilitation and renovation of the Property into a commercial project.

2. Borrower agrees to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Borrower shall acquire and develop the Property for a total cost of $1,576,855.

(b) Borrower shall provide at least $265,505 of equity.

(c) Borrower shall borrow at least $525,000 from Lender.

(d) Borrower shall cause Lessee to make improvements in its leased area of not less than $496,350.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the UDAG Grant.

EXHIBIT B
TO REDEVELOPMENT AGREEMENT

The terms and conditions of the loan will be consistent with the following:

1. Construction Loan.

(a) The principal amount of the loan shall be $290,000.

(b) Interest at the rate of 3% per annum shall be accrued on all UDAG Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form a new enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the UDAG Grant funds to Borrower and shall continue for a period of 14 months from said initial disbursement, but in no event later than September 15, 1985.

(d) The following shall be required of Borrower or Developer as Conditions Precedent to disbursement of Loan proceeds:

(i) Borrower shall certify to City and HUD that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(ii) Borrower shall furnish to City a commitment for an ALTA policy of mortgagee title insurance, in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, subordinated only to the first mortgage of Lender to secure a loan in an amount not to exceed $525,000 and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest in machinery and equipment in favor of Lyons Savings and Loan Association.

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.

(iv) The Borrower shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company") which Disbursement Agreement shall provide that Company shall receive, from Borrower, to review and approve no more frequently than monthly, the following

as a condition precedent to the disbursement of any Loan proceeds to Borrower:

(aa) A Request for Advance, specifying the amount requested, that said amount is for UDAG eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(cc) Certification by Borrower's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms 702 and 703, or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as Borrower's cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a staged basis, a voucher and paid receipts basis, or any combination of same;

(ff) Loan disbursements shall be made only as follows: (x) $190,000 after Borrower has expended $553,000 to acquire the Property and Lessee has expended not less than $496,350 for its tenant iprovements; and (y) upon Project completion and certification that not less than $1,126,855 in private funds (Lender's disbursements plus Borrower's equity), the balance of the Loan of $100,000 may be drawn down.

(vi) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of HUD and the Secretary of HUD has authorized the City to draw down such funds from its letter of credit.

2. Permanent Loan.

(a) The permanent loan shall be the total sum of $290,000 (the original principal) plus the interest accrued during the construction period.

(b) The term of the loan shall be 15 years commencing upon substantial completion of construction but in no event later than Septmber 15, 1985.

(c) The interest rate shall be 3% per annum for years 1 and 2, 4% for year 3 and 4 1/2% per annum for years 4 through 15.

(d) Repayment of the permanent loan shall be as follows: (i) principal shall be deferred and interest deferred and accrued for months 12 through 24 at which time said interest shall be added to the permanent loan creating a restated permanent loan; (ii) 12 monthly payments of interest only at 4% per annum; (iii) 324 equal monthly payments of the restated permanent loan together with interest thereon at 4 1/2% per annum; based on a 27 year amortization schedule; (iv) a final monthly payment of all outstanding principal and accrued, unpaid interest and any other charges due and owing.

3. Sale/Refinancing. The entire balance of the outstanding principal of the UDAG loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Borrower, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the Project.

4. Prepayment of Loan. The loan may be prepaid (at any time without penalty).

EXHIBIT C
TO REDEVELOPMENT AGREEMENT

The Loan made pursuant to this Agreement shall be secured by the following:

A second mortgage in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage of Lyons Savings and Loan Association in an amount not to exceed $525,000.

The Loan shall be guaranteed by Borrower individually .

EXHIBIT E
TO REDEVELOPMENT AGREEMENT

1. City shall loan the sum of $290,000 to Borrower for the purpose of parking, improvements and exterior/interior renovation of the facility.

2. Lyons Savings and Loan Association shall loan at least $525,000 to Borrower for the purpose of acquisition of the property.

3. Borrower shall provide not less than $265,505 in equity funds for renovation.

EXHIBIT F
TO REDEVELOPMENT AGREEMENT

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Borrower shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing U. S. Department of Labor Form 308, or equivalent (see Attachment 1).

2. Not less than fifteen (15) days prior to the initiation of any construction activities the Borrower shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form HUD-1421 (6-75) or equivalent (see Attachment 2).

3. Upon initiation of construction activities the Borrower shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

4. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Borrower shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Borrower shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee (see Attachment 3). All of the above information is due weekly. The cure period shall be two weeks.

(Continued from page 9475)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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. Chapter 27-353 (d) of the Municipal Code of the City of Chicago is hereby amended by adding the following language in italics below:

27-353 (c) In any vehicle equipped with a continuous audible signal device which acts as a burglar alarm, such device shall be limited in operation to ten (10) minutes after activation and shall be incapable of further activation until reset to become active again.

(d) Penalties for any violation of 27-353 (c) shall be not less than $25.00 nor more than $200.00 *and in addition thereto, any violation of 27-353 (c) is hereby declared a nuisance which shall be abated by removing such vehicle to a City Vehicle Pound or to an authorized garage and towing and storage charges shall be imposed.*

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

CHAPTER 147, SECTION 147-2 OF MUNICIPAL CODE AMENDED CONCERNING SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR.

On motion of Alderman Huels, the City Council took up for consideration the report of the Committee on License deferred and published in the Journal of the Proceedings of September 6, 1984, pages 8636-8637, recommending that the City Council pass a proposed substitute ordinance amending Chapter 147, Section 147-2 of the Municipal Code concerning the sale and consumption of alcoholic liquor.

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

Yeas -- Aldermen Roti, Tillman, Evans, Bloom, Sawyer, Beavers, Hutchinson, Huels, Burke, Brady, Langford, Sheahan, Kelley, Sherman, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 33.

Nays -- Aldermen Streeter, Kellam -- 2.

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 147-2 of the Municipal Code of Chicago be amended by deleting the second paragraph in its entirety, and by adding the following language in italics hereby substituted:

147-2...

No license shall be issued for the sale of alcoholic liquor, for consumption on the premises, in those areas designated by the Chicago Zoning Ordinance as B4 or B5 Districts, if the premises sought to be licensed is within 400 feet excluding streets, alleys, and public ways, of an existing premises licensed for the sale of alcoholic liquor, said measurement shall be from property line to property line, for consumption on the premises; provided, however, that this prohibition shall not apply to hotels offering restaurant service, restaurants, or to clubs; nor to the renewal for issuance of a license for the sale of alcoholic liquor for consumption on the premises, where said place of business was established and licensed prior to the effective date of this ordinance and has operated continuously subsequent to the effective date of this ordinance.

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

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Group of Israeli Government Officials hosted by the American Council of Young Political Leaders and Alderman Kelley.

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 meeting of the City Council of the City of Chicago to be held after the meeting held on Tuesday, the eighteenth (18th) day of September, 1984, at 10:00 A.M. be and the same is hereby fixed to be held on Tuesday, the twenty-fifth (25th) day of September, 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, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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 Tuesday, September 25, 1984, at 10:00 A.M. in the Council Chamber in the City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.