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COPY



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

Regular Meeting—Wednesday, November 28, 1984

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

PRESIDING OFFICER.

In the absence of Honorable Harold Washington, Mayor, Alderman Eugene Sawyer, President Pro Tempore, assumed the chair.

Attendance at Meeting.

Present -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- Aldermen Tillman, Majerczyk, Sheahan.

Call to Order.

On Wednesday, November 28, 1984 at 11:20 A.M. (the hour appointed for the meeting was 10:00 A.M.) Alderman Eugene Sawyer, President Pro Tempore, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Quorum present.

On motion of Aldermen Madrzyk, Kellam and Evans, respectively, it was ordered noted in the Journal that Aldermen Majerczyk and Sheahan were absent due to illness and that Alderman Tillman was absent due to a death in her family.

Invocation.

Rabbi Arnold G. Kaiman, Congregation Kol Ami, opened the meeting with prayer.

**STATEMENT OF MAYOR WASHINGTON CONCERNING SCHOOL
FINANCE LEGISLATION.**

Alderman Sawyer, President Pro Tempore, read the following statement on behalf of Mayor Harold Washington:

The children of Chicago, the Chicago public schools and our school teachers and administrators are facing a fiscal problem of serious proportions. Money is so limited that teachers are being asked to take cuts in their paychecks while they are asking for raises.

This Mayor and the City Council have a moral responsibility to find the necessary funding so that the schools stay open and so that they provide the quality education our children need.

Chicago must work together to prevent a school strike.

Today, I express the hope that this Council will join us in urging the General Assembly in Springfield to take three legislative actions which will provide stop-gap funding for the public schools.

The three bills will provide millions of dollars, and help the school system avoid a strike.

-- First, the Utility Tax Exemption which would exempt public schools from State utility taxes would save the state-wide school system \$3.5 million and provide \$1.5 million to the Chicago public schools.

-- Second, the Tax Amnesty Program, which may be more successful than originally predicted, could provide as much as \$40 million more than expected by the State Department of Revenue. This windfall income to the State should be designated for school funding. Chicago's share of this money could be as much as \$5 million.

-- Third, the proceeds from the December Lottery should be designated to the needs of schools. Of the anticipated \$66 million Lottery yields for December, an estimated \$15 million would come to Chicago.

At my direction, the Department of Intergovernmental Affairs is working closely with the Chicago Board of Education, the unions, the Chicago legislative delegation and other members of the General Assembly, to pass all three bills to relieve our schools from their present financial bind.

In light of serious events which affect the safety and welfare of our children and youth, and in keeping with our traditional concern for good schools, I wish to ask this distinguished body to lend its support for the passage of three revenue bills for the schools.

I further wish to ask each alderman to call upon the members of the General Assembly, and the administration of the State of Illinois, to urge their wholehearted support of these bills.

I am prepared to go to Springfield as necessary to help insure their passage.

I am also calling upon the School Board and the unions to immediately enter non-stop negotiations to produce a plan to keep the schools open.

I would appreciate the unanimous support of this Council for our efforts. I also welcome you to accompany me to Springfield so that we may present a united front to support the best interests of our children, our teachers and our schools.

Thank you very much.

ILLINOIS GENERAL ASSEMBLY MEMORIALIZED TO PROVIDE
CERTAIN STOP-GAP MEASURES NEEDED TO KEEP
CHICAGO PUBLIC SCHOOLS OPEN.

Honorable Harold Washington, Mayor, submitted the following resolution:

WHEREAS, The children of Chicago, the Chicago Board of Education, and the teachers in the Chicago Public School System face a fiscal crisis that would result in a strike that could close the schools; and

WHEREAS, The Mayor and the City Council of the City of Chicago, have a moral responsibility to see that the schools will stay open to provide the quality education that our children need and their future requires; and

WHEREAS, Chicago must work together to prevent a school strike; and

WHEREAS, The Illinois General Assembly is currently in session and will be presented three bills which, if passed, would provide stop-gap funding for the public schools and keep the schools open; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago assembled this 28th day of November, 1984, hereby memorialize the Illinois General Assembly to adopt the following measures, to wit:

1. The exemption of all public schools from the provisions of the State Utility Taxes;
2. The designation of all revenue derived from the State Tax Amnesty program in excess of the first \$20 Million Dollars received to school funding; and
3. The designation of all December, 1984, proceeds from the Illinois State Lottery to public school funding; and

Be It Resolved That a copy of this resolution be presented to all members of the Illinois General Assembly indicating the support of the Mayor and the City Council of these measures which would provide the stop-gap funds needed to keep the Chicago public schools open; and

Be It Further Resolved, That the School Board and the unions immediately enter non-stop negotiations to produce a plan to keep the schools open.

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

Alderman Pucinski then presented the following amendment to the said proposed resolution:

I move to amend the resolution by including a new paragraph 4 as follows:

4. The creation of an elected school board for the City of Chicago.

Alderman Evans moved to lay on the table the foregoing proposed amendment. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Oberman, Volini, Orr -- 19.

Nays -- Aldermen Roti, Vrdolyak, Huels, Madrzyk, Burke, Brady, Kellam, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Stone -- 28.

During debate, Alderman Burke moved the *Previous Question*. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Kellam, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Stone -- 31.

Nays -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Oberman, Volini, Orr -- 16.

Alderman Pucinski then moved to *Adopt* the said proposed amendment. The motion *Prevailed* by yeas and nays as follows:

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

Nays -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr -- 17.

Thereupon, Alderman Pucinski moved to *Adopt* the said proposed resolution *as amended*. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 46.

Nays -- None.

The following is said resolution as adopted:

WHEREAS, The children of Chicago, the Chicago Board of Education, and the teachers in the Chicago Public School System face a fiscal crisis that would result in a strike that could close the schools; and

WHEREAS, The Mayor and the City Council of the City of Chicago, have a moral responsibility to see that the schools will stay open to provide the quality education that our children need and their future requires; and

WHEREAS, Chicago must work together to prevent a school strike; and

WHEREAS, The Illinois General Assembly is currently in session and will be presented three bills which, if passed, would provide stop-gap funding for the public schools and keep the schools open; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago assembled this 28th day of November, 1984, hereby memorialize the Illinois General Assembly to adopt the following measures, to wit:

1. The exemption of all public schools from the provisions of the State Utility Taxes;
2. The designation of all revenue derived from the State Tax Amnesty program in excess of the first \$20 Million Dollars received to school funding;
3. The designation of all December, 1984, proceeds from the Illinois State Lottery to public school funding; and
4. The creation of an elected school board for the City of Chicago; and

Be It Further Resolved, That a copy of this resolution be presented to all members of the Illinois General Assembly indicating the support of the Mayor and the City Council of these measures which would provide the stop-gap funds needed to keep the Chicago public schools open; and

Be It Further Resolved, That the School Board and the unions immediately enter non-stop negotiations to produce a plan to keep the schools open.

TRIBUTE TO LATE BEN WILSON.

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

WHEREAS, Ben Wilson was an outstanding scholar and athlete at Simeon Vocational High School in Chicago; and

WHEREAS, Ben Wilson was a young man looked up to and admired as a role model by his peers at Simeon and other schools; and

WHEREAS, Ben Wilson was one of America's most promising high school basketball players, with a bright future as a potential leader of the next generation of Americans; and

WHEREAS, Ben Wilson was a credit to his family, his school, community and nation; and

WHEREAS, The life of Ben Wilson was tragically ended recently by an act of violence that shocked and outraged all decent citizens who believe in and abide by the rule of law; and

WHEREAS, This act of murder that ended Ben Wilson's life should serve as a reminder to all of us to rededicate ourselves to making our streets safe for all; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago assembled this 28th day of November, 1984, offer its condolences to the family of Ben Wilson, and to other families similarly aggrieved and affected by acts of violence, brutality and wanton murder which rob our society of its most precious assets -- our youth; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to his loving family.

Alderman Streeter 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 Streeter, seconded by Aldermen Langford, Vrdolyak, Stone, Frost and Sawyer, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Mary Wilson, mother of the late Ben Wilson, was introduced to and warmly received by the City Council. Mrs. Wilson thanked the Council for its expressions of sympathy. In her comments, she noted that "the future of the City of Chicago and of all cities is in the hands of our young people" and that "we must support them and educate them and be an example for what it's all about". She further stated that her son's death was not in vain and that "what he has lived in seventeen years has touched many".

TRIBUTE TO LATE LEON BENFORD, SENIOR.

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

WHEREAS, Leon Benford, Sr., loyal and dedicated public employee of the City of Chicago for 29 years; and

WHEREAS, Leon Benford, Sr., succumbed to a heart attack on November 20, 1984; and

WHEREAS, Leon Benford, Sr., served in the Bureau of Sanitation as a laborer from 1957 through 1962, and as foreman from 1962 through 1969; and

WHEREAS, Leon Benford, Sr., served the 6th Ward and the 17th Ward respectively as Ward Superintendent and Division Superintendent of Division Number 5 Bureau of Sanitation from January, 1984 until his death; and

WHEREAS, Leon Benford, Sr., served his community for many years as president of the 17th Ward Youth Foundation and as Chief of Staff of the 17th Ward Democratic Organization; and

WHEREAS, Leon Benford, Sr., distinguished himself in World War II and was honorably discharged with rank of Master Sergeant; and

WHEREAS, Leon Benford, Sr., was a member of the V.F.W. and was a member of the Knights of Columbus; and

WHEREAS, Leon Benford, Sr., was loved and respected by his co-workers and friends, he will live in our hearts and our memories; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 28th day of November, 1984, A.D., do hereby officially and personally mourn the loss of Leon Benford, Sr., and do hereby extend our heartfelt sympathy to the members of his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Leon Benford, Sr.

Alderman Streeter 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 Streeter, seconded by Alderman Sawyer, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

HORSE-DRAWN CARRIAGES PERMITTED ON STATE STREET MALL DURING CHRISTMAS SEASON.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1984.

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

LADIES AND GENTLEMEN -- On the recommendation of the Commissioner of the Department of Consumer Services, I transmit herewith an ordinance regulating horse-drawn carriages on the State Street Mall during the Christmas season.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

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 passed an ordinance on April 21, 1978 printed on page 7605 of the Journal of Proceedings restricting vehicular traffic in the area commonly known as the State Street Mall to Chicago Transit Authority and emergency vehicles; and

WHEREAS, Horse-drawn carriages were permitted by special ordinance to operate during the 1982 and 1983 Christmas seasons without undue obstruction of traffic and with positive benefits to the residents of and visitors to the City of Chicago; and

WHEREAS, The City Council finds that it is in the public interest of the residents of and visitors to the City of Chicago to provide for the operation of such horse-drawn carriages on the State Street Mall during a limited period of time and that said operation will not unduly hamper the operation of the Chicago Transit Authority or emergency vehicles; and

WHEREAS, The Christmas season has already begun and it is in the best interest of the citizens of Chicago that carriage service be provided without delay; now, therefore,

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

SECTION 1. That during the period between November 28, 1984 and December 30, 1984, horse-drawn carriages shall be permitted to operate upon the State Street Mall in accordance with the provisions of this ordinance.

SECTION 2. No more than fifteen (15) carriages shall be permitted to operate upon the Mall during this period. Applicants shall apply to the Commissioner of the Department of Consumer Services for a permit to operate on the State Street Mall on forms provided by him for such purpose. All applicants must be properly licensed to operate a carriage

pursuant to the provisions of Chapter 28.3 of the Municipal Code. In the event that there are more than fifteen (15) applicants who wish to operate carriages upon the State Street Mall, the Commissioner shall choose among qualified applicants by lottery.

SECTION 3. Carriages shall be permitted to operate upon the State Street Mall during the following hours only: 7:30 P.M. to 12:00 midnight on weekdays, 5:00 P.M. to 12:00 midnight on Saturdays, and 12:00 to 12:00 midnight on Sundays. Passengers shall board or leave carriages at the staging area or at locations designated by the Commissioner of the Department of Public Works. Carriages shall not be permitted to pick up passengers at any other location.

SECTION 4. Carriages moving along the State Street Mall shall yield to the turning movements of Chicago Transit Authority buses. Carriages shall abide by all regulations promulgated by the Commissioners of the Department of Consumer Services and the Department of Public Works.

SECTION 5. Carriages which are permitted to operate on the State Street Mall shall do so only upon the route designated by the Commissioner of the Department of Public Works.

SECTION 6. It is further provided that the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance.

SECTION 7. That this ordinance shall be effective immediately upon passage by the City Council.

Referred -- MAYOR'S APPOINTMENT OF DORIS ZOLLAR
AS MEMBER OF CHICAGO REGIONAL PORT
DISTRICT BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1984.

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

LADIES AND GENTLEMEN -- I have appointed Mrs. Doris Zollar as a member of the Chicago Regional Port District Board to succeed Mr. Thomas Campbell, for a term expiring June 1, 1989.

I respectfully request your approval of this appointment.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS
156 AND 156.1 CONCERNING LICENSE FEE AND
OPERATIONS TAX FOR PUBLIC GARAGES AND
PARKING LOTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 28, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance amending Chapter 156, Sections 156-13 and 156- 17 and Chapter 156.1, Sections 156.1-1, 156.1-2(c) and 156.1-7 of the Municipal Code of Chicago, regarding the public garage license fee and the parking lot and garage operations tax.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
185 CONCERNING RATE FOR WATER SERVICE.

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

November 28, 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 Water, I transmit herewith an ordinance amendment to the existing Chapter 185, Sections 185-26, 185-27, 185-28 and 185-30 of the Municipal Code of Chicago, regarding the rate for water service.

11/28/84

COMMUNICATIONS, ETC.

11067

Your favorable consideration of this ordinance will be appreciated.

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

Referred - AMENDMENT OF MUNICIPAL CODE CHAPTER
185.1 CONCERNING RATE FOR SEWER SERVICE.

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

November 28, 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 Sewers, I transmit herewith an ordinance amendment to the existing Chapter 185.1, Section 185.1-2(a), of the Municipal Code of Chicago regarding the rate for sewer service.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SUGGESTED LANGUAGE FOR ANNUAL APPROPRIATION
ORDINANCE FOR YEAR 1985.

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

November 28, 1984.

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

LADIES AND GENTLEMEN -- I transmit herewith proposed language for the Annual Appropriation Ordinance of the City of Chicago for the year 1985.

Your favorable consideration of this ordinance will be appreciated.

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

**Referred -- EXECUTION OF LOAN AND SECURITY AGREEMENT
BETWEEN CITY AND ASPEN FOODS, INCORPORATED FOR
BUSINESS EXPANSION.**

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**

November 28, 1984.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Loan and Security Agreement with Aspen Foods, Inc., located at 1115 West Fulton, in the amount of \$200,000 to expand business and job opportunities at the aforementioned facility.

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:

"AVON WOMEN'S RUNNING DAY":

November 4, 1984;

"BLACKS IN LAW AND CRIMINAL JUSTICE/ALPHA PHI SIGMA
(Alpha Omega Kappa Chapter-Criminal Justice Honore Society Day)":

November 8, 1984;

"PATENT LAW ASSOCIATION OF CHICAGO CENTENNIAL DAY":

November 10, 1984;

"AMERICAN EDUCATION WEEK":

November 11-17, 1984;

"JAMES MICHAEL MEZILSON DAY":

November 14, 1984;

"THE GREAT AMERICAN SMOKEOUT DAY":

November 15, 1984;

"FIRST CHURCH OF DELIVERANCE CHOIR DAY":

November 18, 1984;

"ADOPTION WEEK":

November 18-24, 1984;

"BIBLE WEEK":

November 18-25, 1984;

"LUXEMBOURG DAY":

November 19, 1984;

"MENTAL HEALTH AWARENESS DAY":

November 19, 1984;

"HOME CARE WEEK":

Week of November 26, 1984;

"HENRY A. JOHNSON DAY":

November 27, 1984;

"WOMEN'S BAR ASSOCIATION DAY":

November 29, 1984;

"AN AMERICAN VISION DAY":

December 1, 1984;

"JOHN E. SWEARINGEN DAY":

December 5, 1984;:

ACCEPTANCES AND BONDS UNDER ORDINANCES.

Also acceptances and bonds under ordinances as follows

Edgewater Hospital, Inc.: Acceptance and bond under an ordinance passed on September 6, 1984 (covered bridge); filed on November 16, 1984;

Northwestern University: Acceptance and bond under an ordinance passed on May 9, and amended September 6, 1984 (underground cable); filed on November 19, 1984;

Sears, Roebuck and Company: Acceptance and bond under an ordinance passed on September 6, 1984 (covered pedestrian bridge); filed on November 19, 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 November 14, 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 November 27, 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 November 14, 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 November 27, 1984.

Filing of Certified Copies of Ordinance with County Clerks of Cook and Du Page Counties.

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties on November 20, 1984, an ordinance passed by the City Council on October 31, 1984, as follows:

Levy of Taxes authorized for Board of Education for Fiscal Year 1984-1985.

Miscellaneous Communications, Reports, Etc., Requiring Council Action (Transmitted To City Council By City Clerk).

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

ZONING RECLASSIFICATION OF PARTICULAR AREA.

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

Burke Motors, Inc. -- to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 16-H bounded by

W. 64th Street; the alley next east of and parallel to S. Western Avenue; W. 65th Street; and S. Western Avenue.

CLAIMS AGAINST CITY OF CHICAGO.

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

Adams Lonzo Jr., Allstate Ins. Co. (11) Anne Marie Crowe, Thelma Davis, Therman and Paula Flowers, Shirley Genous, Jacob Heidrich, Daniel Josh, Dorothy J. McCord, Alexander Park, Rosemary Rose, Charles Roth and Bernice Simpson, American Family Ins. (2) Thomas Bevans and Megan Mullally, Ardeljan Dorde, Aug Pauline and Irma, Avis Rent-A-Car;

Barnes James, Battaglia James R., Bochenek Joseph John;

Cathedral of Love M.B., Cendejas Antonio, Chen Lola, Chulock Elaine A., Civic Federal No. 6383, Colonial Penn Ins. Co. and Cleophas Boyd, Coughlan Thomas J., Covello Frank;

DiFoggio Michael, Dow Electric Co.;

Ebel Ed;

Fahrenkog Paul W., Farmers Ins. Group and Jack Silverman;

Georgelos Paul, Gerson Electric Co., Gilbert Floyd Jr., Goode Robert H.;

Hardin Sylvester, Harris Minnie, Harris Sandra S., Hartford Ins. and LaMantia Brothers Arrigo, Henderson Anna M., Home Ins. and Iris Mittell;

Jackson William H., Jades, Inc., Johnson Dorothy E.;

Las Mark, Lelis Paul F., Liberty Mutual Ins. and Robert Rickert, Loyal Order of Moose, Ludvic Michael;

Maryland Cas. Co. and I.B.E.W. Local 134 (Elizer Medina), Mason Darryl, McDaniel Jamshid, Milazzo Maryann, Molda Anna;

Nunez Manuel;

Olita Carol;

Palasz Mary J.;

Reliable Ins. Co. and Joseph Taylor, Robinson Lula, Rubin Stephen;

Safeco Ins. and Larry Grandsart, Sanello Marian, Schneidhorst Amy, Shaeffer Douglas, Sierminski Francis, State Farm Ins. (2) Roderick Ciombor and Antonio Le Leon, Swartz Ronald;

Talbert Marie, Thomas Charles, Thomas Nouvelle Anee, Thomason Joey Carl, Tomporowski Edward J.

Valis Jackie, Vasir Co., Vazquez Margo, Vice David, Von Klan George;

Warr Willa P., Weiser Richard.

APPROVAL BY CHICAGO PLAN COMMISSION AND
DEPARTMENT OF PLANNING OF
CERTAIN PROPOSALS.

Also copies of resolutions adopted by the Chicago Plan Commission on September 20, 1984, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Disposition of Vacant City-Owned Properties

Referral Number	Address
84-142-02	1470-1472 North Paulina Street/1709 West LeMoyne Avenue
84-143-02	1233 North Cleaver Street
84-144-02	1101-1107 West Division Street/1148-1174 North Hickory Avenue
84-145-02	948 North Racine Avenue
84-146-02	864-870 North Elston Avenue
84-147-02	1657 West Ohio Street
84-148-02	3911-3913 West Roosevelt Road
84-149-02	1930 South Shelby Court
84-150-02	6146-6148 South Ada Street
84-151-02	6148-6150 South Aberdeen Street
84-152-02	1231 West 71st Street
84-153-02	7827-7829 South Racine Avenue
84-154-02	1138 West 95th Place
84-155-02	211 South Wood Street/1759 West Adams Street
84-156-02	1601-1609 South Trumbull Avenue
84-157-02	544 West 37th Street
84-158-02	452 West 37th Place
84-159-02	4919 South Vincennes Avenue.

Referred -- REQUEST FOR HANDICAPPED PARKING SIGN
AT 4037 SOUTH TALMAN AVENUE.

Also a communication from Richard Sparrow, requesting the installation of a handicapped parking sign at 4037 S. Talman Avenue. -- *Referred to the Committee on Traffic Control and Safety.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

EXECUTION OF MEMORANDUM OF UNDERSTANDING AUTHORIZED WITH FRATERNAL ORDER OF POLICE, CHICAGO LODGE NUMBER 7.

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 adopted September 18, 1984, at pages 9353 through 9412 of the Journal of Proceedings of the City Council, which approved an agreement between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7, is hereby amended by adding the attached Memorandum of Understanding Relating to Medical Care Plan as an addendum to said ordinance.

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

Memorandum of Understanding attached to this ordinance reads as follows:

MEMORANDUM OF UNDERSTANDING RELATING TO MEDICAL CARE PLAN.

This Memorandum of Understanding is entered into by and between the City of Chicago, an Illinois Municipal Corporation (referred to as the Employer) and Chicago Lodge No. 7, Fraternal Order of Police (herein called the Lodge), pursuant to Executive Order No. 84-4 dated July 5, 1984.

Whereas, Executive Order No. 84-4 (herein the "Order") was issued by the Mayor of the City of Chicago to provide for hospital and medical coverage, dental and optical coverage for eligible employees of the City of Chicago and their eligible dependents (herein the "Plan"); and

Whereas, Section 3 of said Order provides for coverage and eligibility of officers represented by the Lodge and their eligible dependents as specified in labor agreements and/or memoranda of understanding; and

Whereas, The Employer and Lodge have entered into a Labor Agreement, specifically the current Collective Bargaining Agreement (herein the "Labor Agreement"), providing for such fringe benefit coverage; and

Whereas, Pursuant to good-faith negotiations, the Employer and Lodge seek and agree to clarify and modify as hereinbelow set forth the extent to which the provisions of such Order and the Medical Care Plan therein contemplated shall apply to the officers represented by the Lodge and their eligible dependents; now, therefore,

In consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1. The provisions of the Order and of the City of Chicago Medical Care Plan for Employees, both of which are appended hereto, shall apply to officers represented by the Lodge and their eligible dependents except as specifically modified herein.

2. In the event of a conflict between the Order and/or the Plan and the Labor Agreement, the terms of the Labor Agreement shall control.

3. Eligible dependents of officers covered by the Labor Agreement are defined as those dependents set forth in Section 4 of the Order, provided, however, that Section 4C of said Order shall not apply to the officers covered by the Labor Agreement and provided further that Section 4B shall be modified to delete the clause "hired before August 1, 1984."

4. Instead of the last sentence of Section 4 of the Order, the following sentence shall apply to the officers covered by the Labor Agreement: Upon the submission of said affidavit, dependents shall be presumed eligible to participate in the Plan and shall receive Plan coverage; provided, that if the Benefits Manager subsequently determines that the statements in the affidavit are not true and sends written notice to the officer within 60 days of receipt of the affidavit, then such dependent(s) may be deemed to have been ineligible and the Employer may recoup or offset the full amount of any benefit payments theretofore made; provided further that any determination to recoup or offset any payments may be appealed by the officer as set forth in Paragraph 5 below, and shall not become final until exhaustion of the procedures provided for in Paragraph 5 below.

5. In the event of a dispute as to eligibility of an officer or eligibility of a dependent or a dispute as to coverage, said dispute may be submitted to and resolved pursuant to the provisions of Article 9 of the Labor Agreement, after exhaustion of the review procedure referred to in Sections 12 through 14 of the Order.

6. No officer covered by the Agreement shall suffer any loss or reduction in benefits due to the inaccessibility of the Employee Benefits Advisor in the Benefits Management Office due to telecommunications equipment failures in the Benefits Management Office.

7. Plan benefits otherwise available to an officer and/or dependent shall also be available and paid for at medical clinics, whether affiliated or unaffiliated with a hospital, so long as the service provider is licensed and acting within the scope of his or her license.

8. Where an employee and/or his or her spouse is responsible for two or more eligible dependent groups, the maximum deductible for the family unit shall be two \$100.00 deductibles per year.

9. The Plan does not provide for or require, but shall not be deemed to prohibit, approval of claims for coverage of mail order prescriptions obtained through sources related to particular disease foundations, other than the single service authorized or to be authorized under the Plan. The Employer may, at its option, and in its sole and absolute discretion, consider such claims.

10. Notwithstanding anything in the Plan to the contrary, medical care benefits otherwise available will be provided for any charges incurred for surgical procedures designed to help an individual lose weight where such surgical procedure is medically necessary.

11. This Memorandum of Understanding shall be deemed to be a part of the Labor Agreement.

Dated at Chicago, Illinois, this 8th day of October, 1984.

FOR THE LODGE:

CITY OF CHICAGO:

(Signed) John M. Dineen

(Signed) Harold Washington

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED IN VARIOUS CITY DEPARTMENTS.

The Committee on Finance submitted five separate reports recommending that the City Council pass the following proposed ordinances transmitted therewith authorizing the transfer of funds in the Department of Animal Care and Control, Committee on Municipal Code Revision, Department of Graphic and Reproduction Center and Department of Personnel.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

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

Department of Animal Care and Control.

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	Number	Amount
Uniform Allowance	100-4710-096	\$11,000

TO:

Account	Number	Amount
Vehicle Maintenance	100-4710-176	\$11,000

SECTION 2. That the sole purpose of this transfer of funds is to cover overdue vehicle repair bills.

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

Committee on Municipal Code Revision.

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	Number	Amount
Personal Services	100-1262-005	\$12,000

TO:

Account	Number	Amount
Commodities	100-1262-345	\$12,000

SECTION 2. That the sole purpose of this transfer of funds is for a Digital Computer: Rainbow 100, Monitor, DecMate Keyboard, letter quality printer, Poly-Com, Modem, and related software.

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

Department of Graphic and Reproduction Center.

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	Number	Amount
Salaries and Wages on Payroll	100-1843-005	\$34,379
Office Conveniences	100-1843-126	208
Postal and Postal Charges	100-1843-130	270
Repair and Maintenance of Equipment	100-1843-162	4,693
Automobile Allowance-Mileage Basis	100-1843-224	250
Local Transportation	100-1843-270	200

TO:

Account	Number	Amount
Stationery and Office Supplies	100-1843-350	\$40,000

SECTION 2. That the sole purpose of this transfer of funds is to purchase paper needed to provide departments with printed materials for the remainder of 1984.

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

Department of Personnel.

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	Number	Amount
Salaries on Payroll	100-1711-005	\$30,000

TO:

Account	Number	Amount
Professional Services	100-1711-149	\$30,000

SECTION 2. That the sole purpose of this transfer of funds is for payment for professional services of Arthur Young & Co. to conduct a pre-adoption review of Detailed Hiring Provisions as required by U.S. District Court under the Shakman Case Judgment 69-C-2145.

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

Department of Personnel.

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	Number	Amount
Salaries on Payroll	100-1711-005	\$53,500

TO:

Account	Number	Amount
Other Professional Services	100-1711-149	\$53,500

SECTION 2. That the sole purpose of this transfer of funds is to conduct a review of medical and physical standards in City Government (\$43,000) and to develop a hiring procedure in accordance with the Shakman Decision (\$10,000).

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

TRANSFER OF FUNDS IN DEPARTMENT OF LAW.

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

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

SECTION 1. 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
100-1611-005	Salary and Wages on Payroll	\$500,000

TO:

Account	Purpose	Amount
100-1611-140	Professional and Technical Services	\$500,000

SECTION 2. That the sole purpose of this transfer of funds is to allow payment of the majority of existing invoices.

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

Alderman Burke moved to pass the foregoing proposed ordinance. The motion lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Evans, Sawyer, Beavers, Burke, Brady, Streeter, Kelley, Krystyniak, Marzullo, W. Davis, D. Davis, Frost, Kotlarz, O'Connor, Natarus, Volini -- 18.

Nays -- Aldermen Bloom, Hutchinson, Vrdolyak, Madrzyk, Langford, Kellam, Stemberk, Nardulli, Hagopian, Santiago, Gabinski, Mell, Banks, Damato, Cullerton, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schuler, Stone -- 22.

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

Alderman Burke then moved to *Defer Consideration*. The motion *Prevailed*.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED IN
DEPARTMENT OF FINANCE-GENERAL.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the transfer of funds in the Department of Finance-General.

Alderman Evans moved to allow James D. Montgomery, Corporation Counsel, to address the City Council for the purpose of explaining the impact of Council approval or disapproval of the matter. The motion *Prevailed*.

After debate, Alderman Burke moved to *Pass* the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Evans, Sawyer, Beavers, Humes, Burke, Brady, Streeter, Kellam, Sherman, Stemberk, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Volini -- 27.

Nays -- Aldermen Bloom, Hutchinson, Langford, Kelley, Henry, W. Davis, Smith, D. Davis, Oberman, Orr -- 10.

Alderman Stemberk 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 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	Number	Amount
Interest on Tax Anticipation Notes	100-9112-959	\$62,022.98

TO:

Account	Number	Amount
For the Payment of Legal Fees Pursuant to Sec. 25-13.1 of the Municipal Code. To be expended at the direction of the Committee on Finance	100-9112-821	\$62,022.98

SECTION 2. That the sole purpose of this transfer of funds is for payment of legal fees pursuant to Chapter 24-13.1 of the Municipal Code of the City of Chicago.

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

AUTHORITY GRANTED FOR REPROGRAMMING OF COMMUNITY DEVELOP-
MENT BLOCK GRANT JOBS BILL SALVAGE FUNDS TO COMMUNITY
DEVELOPMENT BLOCK GRANT SPECIAL ENVIRONMENTAL
SERVICES PROGRAM AND FOR TRANSFER OF
FUNDS FROM PERSONAL SERVICES TO
CONTRACTURAL SERVICES.

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

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

WHEREAS, The 1983 Jobs Bill Community Development Block Grant Special Environmental Services Program ("Jobs Bill S.E.S. Program") operated by the Department of Streets and Sanitation be a year-end negative balance of (\$22,647.05) for the year which ended June 30, 1984; and

WHEREAS, The 1983 Jobs Bill Community Development Block Grant Summer Youth Employment Program which operated in the summer of 1983 has \$22,647.05 salvage funds available; and

WHEREAS, The Department of Streets and Sanitation requests to transfer available funds within the Jobs Bill S.E.S. program from the Personal Services account to the Contractual Services account to cover program costs incurred; now, therefore,

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

SECTION 1. The additional sum of \$22,647.05 be allocated to the Jobs Bill S.E.S. Program contractual services account from salvage funds available in the 1983 Jobs Bill Summer Youth Employment Program.

SECTION 2. The sum of \$51,802.79 be transferred from the Personal Services account to the Contractual Services account within the Jobs Bill S.E.S Program.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED
WITH GUERNSEY DELL, INCORPORATED FOR LAND
COST WRITE-DOWN ASSISTANCE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a redevelopment agreement with Guernsey Dell, Inc. in the amount of \$185,155.50 for land cost write-down assistance in acquiring the property located on the southwest corner of 43rd and Morgan Streets.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated October 9, 1984 has approved a redevelopment project which obligates the City of Chicago to assist Guernsey Dell, Inc. in the acquisition of certain real estate; and

WHEREAS, Guernsey Dell, Inc. intends to construct a facility on said property to house its processing and office/administrative operations and also accommodate an expansion in its food processing operations which is expected to create 140 new jobs; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago, upon review of the Corporation Counsel as to form and legality, and subject to the approval of the United States Department of Commerce Economic Development Administration, is authorized to execute a Redevelopment Agreement which will obligate the City of Chicago to assist Guernsey Dell, Inc. in the acquisition of approximately 370,311 square feet of vacant property located at the southwest corner of 43rd and Morgan in the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the term of the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A.

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

Redevelopment Agreement attached to this ordinance reads as follows:

This Agreement made as of the _____ day of _____, 1984, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("DED"), Guernsey- Dell Inc., presently located at 4850 S. Kilbourn, Chicago, Illinois 60632 ("Purchaser"), and USY&T Industries, Inc., with offices at Suite 4950, One First National Plaza, Chicago, Illinois 60603.

Recitals:

Whereas, DED was established February 10, 1982, by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, DED has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated September 5, 1984, ("Sale Contract"), for the sale and purchase of that certain reality commonly known as the southeast corner of West 43rd Street and S. Morgan, Chicago, Illinois ("Property") for the total amount of \$555,471.00 on which Purchaser will construct an industrial food manufacturing facility designed to expand its current operations ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated October 9, 1984, approved Purchaser's request; and

Whereas, the Project will result in the retention of 140 permanent jobs, and create an estimated 150 new permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to develop the Project on the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$.50 times the total square footage or approximately \$185,155.50 of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall prepare the property for construction of an industrial food manufacturing facility of approximately 73,152 square feet. All plans and specifications for the Project shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid Project shall be no later than December 31, 1987.

Section IV. Employment.

The Purchaser shall use its best efforts to increase its total employment to approximately 290 permanent employees at the Property within 60 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than December 28, 1984.

(d) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the property under tender of conveyance by Seller in conformance with the Sale contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

The improvements described in Section III shall be completed no later than December 31, 1987.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction of 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 to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the property in a land trust of which Purchaser is the sole beneficiary in which event the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Purchaser shall not close or abandon the Property for a period of five years after disbursement of funds under this Agreement;

(c) Notwithstanding anything herein to the contrary, a total cessation of Purchaser's business or a sale of Purchaser's assets to an independent party will not be deemed a violation of this Section X provided that the business operations of Purchaser (or its successor interest) remain on the Property or at another site within the City of Chicago.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

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

Section XIII. Enforced Delay in Performance.

Neither the City nor Purchaser nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment, or the commencement or completion of construction or the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond

its control or without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party needing the extension shall request it in writing of the other party.

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times, have access to any portion of the Property.

(c) The rights to inspect and of access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. 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 interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX, and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the defaulting party shall upon written notice thereof immediately proceed to cure or remedy such default within 60 days after receipt of such notice.

(b) If the default shall exist and be continuing under any Section of this Agreement except Section X hereof, after all applicable cure periods have passed, the City may in its sole discretion institute proceedings to obtain specific performance, or in the alternative obtain return of all funds advanced plus interest at the rate charged from time to time by

Continental Illinois National Bank and Trust Company of Chicago to its most credit worthy customers upon 90 day unsecured loans ("Prime Rate").

(c) Upon default under Section X only, in which the defaulting party realizes a profit (defined as sale proceeds less payoff of all then existing permitted encumbrances as set forth in Section XI, if any, plus Purchaser's cash contribution to the original acquisition; plus reasonable and customary costs of sale, in excess of \$ _____), the City may at its sole option demand Purchaser immediately remit to the City an amount equal to the funds advanced by the City pursuant to Section II of this Agreement, plus interest from the date of such sale, assignment, conveyance or transfer at the Prime Rate.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with Federal Law, as construed by court decisions. This covenant may enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser for itself and its successors and assigns agrees that, during the construction of the improvements provided in Section III of this Agreement:

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

(b) Purchaser will, in all solicitations 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.

(c) Purchaser will include the provisions of paragraphs (a) and (b) 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.

(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.

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U.S. mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:

Department of Economic Development of
the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser:

Guernsey Dell, Inc.
4850 South Kilbourn
Chicago, Illinois 60632
Attention: Barry Horne

If to Seller:

UST&Y Industries, Inc.
Suite 4950
One First National Plaza
Chicago, Illinois 60603
Attention: Brian L. Rieger

(c) 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.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF REDEVELOPMENT AGREEMENT
AUTHORIZED WITH CHICAGO SWEETENERS,
INCORPORATED FOR LAND COST
WRITE-DOWN ASSISTANCE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a redevelopment agreement in the amount of \$201,500 with Chicago Sweeteners, Inc., for land cost write-down assistance in acquiring the property located at 2234 West 43rd Street.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated October 9, 1984 has approved a redevelopment project which obligates the City of Chicago to assist Chicago Sweeteners, Inc., in the acquisition of certain real estate; and

WHEREAS, Chicago Sweeteners, Inc., intends to adapt the facility located on the subject property for use as a distribution and processing facility for food ingredients which is expected to result in the addition of twenty-six (26) employees within thirty-eight (38) months of closing; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago, upon review of the Corporation Counsel as to form and legality, and subject to the approval of the United States Department of Commerce Economic Development Administration, is authorized to execute a Redevelopment Agreement which will obligate the City of Chicago to assist Chicago Sweeteners, Inc., in the acquisition of approximately 403,000 square feet of property located at 2234 West 43rd Street in the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the term of the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A.

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

Redevelopment Agreement attached to this ordinance reads as follows:

This Agreement made as of this _____ day of November, 1984, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602

("DED"), and Chicago Sweeteners, Inc., a Delaware corporation or Western Warehouse Company as its designee or an Illinois land trust of which either is the sole beneficiary, with offices at 37 Hillside Avenue, Hillside, Illinois 60162 ("Purchaser"); and American National Bank & Trust Company as Trustee under Trust No. 48205, Garfield Ridge Trust & Savings Bank as Trustee under Trust No. 77-9-14 and Gerald R. Ivanelli and James R. Ivanelli as representatives of the beneficiaries of both trusts, with offices c/o Combined Warehousing Co., Inc., 2234 West 43rd Street, Chicago, Illinois 60609 (collectively "Seller").

Recitals:

Whereas, DED was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, DED has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which, among other things, provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated September 7, 1984 ("Sale Contract"), for the sale and purchase of that certain realty commonly known as 2234 West 43rd Street, Chicago, Illinois 60609 and comprised of approximately 403,000 square feet of land ("Property") for the total amount of \$1,300,000.00, whereby the Purchaser will acquire the Property and thereafter renovate the existing building and acquire and install liquid storage and blending equipment, sugar unloading and processing equipment and related equipment, all to expand its capacity as a warehouse, distributor and processor of food ingredients ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property by \$0.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated October 9, 1984, approved Purchaser's request; and

Whereas, the Project will result in the retention of twelve (12) permanent jobs, and create an estimated fourteen (14) new permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$0.50 times the total square footage of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall prepare the Property for expansion of its current use as a warehousing facility and adapt the facility for use as a distribution and processing facility for food ingredients of approximately 403,000 square feet. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid expansion shall be no later than December 31, 1987.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately twenty-six (26) permanent employees at the Property within thirty-eight (38) months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the assignments of beneficial interest to be filed with the land trustee(s) in accordance with the Sale Contract.

(c) The sale and conveyance shall, in any event, be closed no later than March 31, 1985.

(d) In the event that Purchaser (i) prior to the conveyance of the Property, assigns or attempts to assign this Agreement or any rights hereunder without the consent of the City or (ii) fails to pay the purchase price and takes title to the Property under tender of conveyance by Seller in conformance with the Sale Contract and this Agreement, the City may in its sole discretion, upon notice to Purchaser, declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than ten (10) days after execution of this Agreement.

Section VII. Completion of Improvements.

The improvements described in Section III shall be completed no later than December 31, 1987.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within thirty (30) days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser 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 to take or perform in order to obtain the certification.

Section X. Transfer of Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five (5) years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the Property in a land trust of which Purchaser is the sole beneficiary in which event the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Purchaser shall not close or abandon the Property for a period of five years after disbursement of funds under this Agreement;

(c) Notwithstanding anything herein to the contrary, a total cessation of Chicago Sweeteners, Inc.'s business or a sale of its assets to an independent party will not be deemed a violation of this Section X provided that the business operations of Chicago Sweeteners, Inc. (or its successor in interest) remain on the Property or at another site within the City of Chicago.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or

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

Section XIII. Enforced Delay in Performance.

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

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit and examination.

(b) Any duly authorized representative of the City shall, at all reasonable times, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. 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. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Section III, IV, VII, X, XI, XIX, and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the defaulting party shall upon written notice thereof immediately proceed to cure or remedy such default within sixty (60) days after receipt of notice of such default.

(b) If the default shall exist and be continuing under any section of this Agreement except Section X hereof, after all applicable cure periods have passed, the City may in its sole discretion institute proceedings to obtain specific performance, or, in the alternative, obtain return of all funds advanced plus interest at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most credit worthy customers upon ninety (90) day unsecured loans ("Prime Rate").

(c) Upon default under Section X only, in which the defaulting party realizes a profit (defined as sale proceeds less payoff of all then existing permitted encumbrances as set forth in Section XI, if any, plus Purchaser's cash contribution to the original acquisition plus reasonable and customary costs of sale, in excess of \$2,600,000.00 the City may at its sole option demand Purchaser immediately remit to the City an amount equal to the funds advanced by the City pursuant to Section II of this Agreement, plus interest from the date of such sale, assignment, conveyance or transfer at the Prime Rate.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser for itself and its successor and assigns agrees that, during the construction of the improvements provided in Section III of this Agreement:

(a) Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Purchaser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) Purchaser will, in all solicitations or advertisement 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.

(c) Purchaser will include the provisions of paragraphs (a) and (b) 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.

(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.

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U.S. Mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:

Department of Economic Development
of the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser:

Chicago Sweeteners, Inc.
37 Hillside Avenue
Hillside, Illinois 60162
Attn: Robert Tinkham

With a copy to:

Adams, Fox, Adelstein & Rosen
208 S. LaSalle Street
Suite 550
Chicago, Illinois 60604
Attn: Claire E. Pensyl

If to Seller:

Combined Warehouse Co., Inc.
2234 West 43rd Street
Chicago, Illinois 60609

(c) If any provisions 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.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED WITH
POLYMER PROCESSORS FOR LAND COST
WRITE-DOWN ASSISTANCE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a redevelopment agreement in the amount of \$28,606 with Polymer Processors, for land cost write-down assistance in acquiring the property located at 1701 N. Kostner and 1660 N. Lowell Avenue.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated October 9, 1984 has approved a redevelopment project which obligates the City of Chicago to assist F & M Realty in the acquisition of certain real estate; and

WHEREAS, F & M Realty will execute a lease with Polymer Processors, Inc. which will expand its rubber processing operations at said site and anticipates additional employment of eight (8) persons within thirty-six (36) months of the acquisition; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago, upon review of the Corporation Counsel as to form and legality, and subject to the approval of the United States Department of Commerce Economic Development Administration, is authorized to execute a Redevelopment Agreement which will obligate the City of Chicago to assist F & M Realty in the acquisition of approximately 51,300 square feet of property located at 1701 N. Kostner and 1660 N. Lowell Avenue in the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the term of the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A.

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

Redevelopment Agreement attached to this ordinance reads as follows:

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60620 ("DED"), John O. Finzer, Jr. and Richard S. Masters individuals residing at Wilmette, IL and Park Ridge, IL, (respectively) (collectively, "Purchaser"), Schwinn Bicycle Company, Inc. with offices at 1856 Kostner, Chicago, IL (60639) ("Seller"), and Polymer Processors, Inc. (Lessee), with offices at 4141 W. Kinzie St., Chicago, Illinois 60624.

Recitals:

Whereas, DED was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, DED has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated _____, 19____ ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 1701 Kostner and 1666 N. Lowell, Chicago, Illinois 60639 ("Property") for the total amount of \$375,000, which Purchaser will lease to Lessee for the purpose of expanding its present Chicago operations. _____ expand its current _____ operations ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated October 9, 1984, approved Purchaser's request; and

Whereas, the Project will result in the retention of 13 permanent jobs, and create an estimated 8 new permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$.50 times the total square footage of the Property as determined by a plat of survey completed prior to the closing, or approximately \$28,606.

Section III. Redevelopment Plan.

Purchaser shall prepare or cause Lessee to prepare the Property to accommodate Lessee's expanding rubber processing operations. Lessee will also equip at an approximate cost of \$350,000 the manufacturing facility of approximately 30,750 square feet. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid expansion shall be no later than December 1, 1987.

Section IV. Employment.

Gibraltar shall use its best efforts to increase its total employment to approximately 21 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than February 3, 1985.

(d) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase

price and take title to the property under tender of conveyance by Seller in conformance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

The improvements described in Section III shall be completed no later than December 31, 1985.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser 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 to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the Property in a land trust of which Purchaser is the sole beneficiary in which event the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Neither Purchaser nor Lessee shall close or abandon the Property for a period of five years after disbursement of funds under this Agreement;

(c) Notwithstanding anything herein to the contrary, a total cessation of Lessee's business or a sale of _____ assets to an independent party will not be deemed a violation of this Section X provided that the business operations of Lessee (or its successor interest) remain on the Property or at another site within the City of Chicago.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purpose only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

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

Section XIII. Enforced Delay in Performance.

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

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. 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. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX, and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the defaulting party shall upon written notice thereof immediately proceed to cure or remedy such default within 60 days after receipt of such notice.

(b) If the default shall exist and be continuing under any Section of this Agreement, except Section X hereof, after all applicable cure periods have passed, the City may in its sole discretion institute proceedings to obtain specific performance, or in the alternative obtain return of all funds advanced plus interest at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most credit worthy customers upon 90 day unsecured loans ("Prime Rate").

(c) Upon default under Section X only, in which the defaulting party realizes a profit (defined as sale proceeds less payoff of all then existing permitted encumbrances as set forth in Section XI, if any, plus Purchaser's cash contribution to the original acquisition; plus reasonable and customary costs of sale, in excess of \$350,000), the City within a period of 5 years may at its sole option demand Purchaser immediately remit to the City an amount equal to the funds advanced by the City pursuant to Section II of this Agreement, plus interest from the date of such sale, assignment, conveyance or transfer at the Prime Rate.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal

law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser for itself and its successors and assigns agrees that, during the construction of the improvements provided in Section III of this Agreement:

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

(b) Purchaser will, in all solicitations 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.

(c) Purchaser will include the provisions of paragraphs (a) and (b) 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.

(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.

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser and/or Gibraltar.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U.S. mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:

Department of Economic Development of
the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser:

John O. Finzer, Jr.
1107 Ramona

Wilmette, IL 60091

If to Seller:

Schwinn Bicycle Company, Inc.
1856 Kostner
Chicago, IL 60639

If to Lessee:

Polymer Processors, Inc.
4141 W. Kinzie St.
Chicago, IL 60624

(c) 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.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

ISSUANCE OF INDUSTRIAL REVENUE BOND AUTHORIZED
FOR AMCO CORPORATION PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing issuance of an industrial revenue bond for a project to be constructed by the AMCO Corporation located at 901 N. Kilpatrick Avenue in the amount of \$2,500,000.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is a duly constituted and validly 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 April 24, 1984, with AMCO Corporation, an Illinois corporation (the "Company"), whereby the Company agreed to construct an approximately 70,000 square-foot building addition and certain related improvements and to acquire certain machinery, equipment and related property to be installed therein and in the facility adjacent to said building addition, all to be located at 901 North Kilpatrick Avenue, Chicago, Illinois (the "Project") and to be used by the Company as a facility for the manufacture, storage and distribution of wire, metal and plastic products; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on May 30, 1984; and

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

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of said revenue bond, will be not less than \$2,728,125; 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 (AMCO Corporation Project)" upon a negotiated basis to Harris Trust and Savings Bank, Chicago, Illinois; and

WHEREAS, Pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended, a public hearing on the proposed plan of financing of the Project through the issuance of said revenue 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 November 1, 1984, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment" means the Assignment and Agreement dated as of November 1, 1984, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Authorized Company Representative" means such person at the time and from time to time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Bank, containing the specimen signature of such person, signed on behalf of the Company by the president, any vice president, the treasurer or the secretary of the Company. Such certificate may designate an alternate or alternates.

"Bank" means Harris Trust and Savings Bank, Chicago, Illinois, a banking corporation duly organized and validly existing under the laws of the State of Illinois, its successors and assigns, and any subsequent registered owner of the Bond.

"Bond" means the Industrial Development Revenue Bond, Series 1984 (AMCO Corporation Project) of the Issuer, in the principal amount of \$2,500,000, authorized to be issued hereunder.

"Bond Counsel" means a firm of attorneys of nationally recognized standing on the subject of bonds of states and their political subdivisions.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of November 1, 1984, by and among the Issuer, the Company and the Bank, as from time to time supplemented and amended.

"Building" means the approximately 70,000 square-foot building addition to be constructed by the Company on the Land, comprising a portion of the Project.

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

"Company" means AMCO Corporation, a corporation duly organized and validly existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted by Section 5.2 of the Agreement.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Industrial Development Revenue Bond Construction Fund (AMCO Corporation Project) created and established in Section 5 hereof.

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

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the Bank or any other owner of the Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), (ii) the delivery to the Company of an opinion of Bond Counsel reasonably satisfactory to the Bank (or any other owner of the Bond) and the Company to the effect that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), (iii) the filing by the Company or any other principal user of the Project with the Bank, any other owner of the Bond or the Internal Revenue Service of any certificate, statement or other tax schedule, return or document which concludes or discloses that the interest payable on the bond, or any installment thereof, is includible in the Federal gross income of the Bank or any other owner of the Bond (other than the Bank or any such other owner who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), or (iv) any amendment, modification, addition or change shall be made in Section 103 or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any Federal court or of the United States Tax Court shall be rendered; and the Bank or any other owner of the Bond shall have notified the Company in writing that, as a result of any such event or condition, Bond Counsel reasonably satisfactory to the Bank (or any other owner of the Bond) and the Company is unable to give an unqualified opinion that the interest payable on the Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code); provided, that the receipt by the Company of a written notice from the Bank or any other owner of the Bond of a preliminary letter regarding a proposed deficiency shall not constitute a Determination of Taxability under clause (i) above, unless upon receipt of such notice the Company shall have had the opportunity to discuss such preliminary letter with the Internal Revenue Service and to make any written submissions to the Internal Revenue Service which the Company deems desirable, subject to the condition that if the Bank or any other such owner shall, in good faith and in its sole discretion, determine that the commencement or continuance of any such discussions or submissions by the Company would extend the audit or review of the Federal income tax return of the Bank or such other owner for any taxable year beyond the period such audit or review would require but for the commencement or continuance of such discussions or submissions, then, upon receipt of notice by the Company from the Bank or any other such owner to such effect, the Company shall have no further right to commence or continue such discussions or submissions, and the Bank or any other such owner shall have the right to cause such audit or review to closed.

"Enabling Ordinance" means 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.

"Equipment" means the machinery, equipment, apparatus, equipment fittings, readily removable fixtures and related property described in Exhibit B attached to and made a part of the Agreement, comprising a portion of the Project.

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

"Event of Taxability" means the date of the occurrence of the event which results in the interest payable on the Bond, or any installment thereof, becoming includible in the Federal gross income of the taxpayer as set forth in a Determination of Taxability or the date of the Determination of Taxability, whichever is earlier.

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

"Improvements" means the improvements, fixtures and related property to be constructed on the Land, comprising a portion of the Project.

"Issuer" means the City of Chicago, Cook County, Illinois, a municipality and a home rule unit 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.

"Land" means the real estate more particularly described in Exhibit A attached to and made a part of the Agreement, on which the Project is to be located.

"Mortgage" means the Mortgage and Security Agreement dated as of November 1, 1984, by and between the Company and the Issuer, as from time to time supplemented and amended.

"Note" means the promissory note of the Company made payable to the Issuer and endorsed by the Issuer to the Bank, pursuant to Section 4.2(a) of the Agreement, in order to evidence the obligation of the Company to repay the loan made thereunder, payments on which Note are provided to be sufficient to pay the principal installments of, premium, in any, and interest on the Bond when due.

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

"Plant" means the existing manufacturing, storage and distribution facilities used by the Company, and the real property on which said facilities are located, all of the foregoing being adjacent to the Premises.

"Premises" means the Project and the Land.

"Project" means the Building, the Improvements and the Equipment to be acquired, constructed and installed by the Company and financed in part with the proceeds of the Bond, as defined and described in the Agreement.

Authorization and Approval of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby approved and authorized to be financed through the issuance of the Bond as described herein. The action of the Commissioner of Economic Development of the City of Chicago in publishing notice of said public hearing as required by Section 103(k) of the Code 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, construction and installation of the Project is not less than \$2,728,125, of which \$2,500,000 will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is necessary to accomplish the public purposes described in the Enabling Ordinance and in the preambles hereto. In order to secure the Bond, the assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments and certain other rights), the Note and the Mortgage, pursuant to the Assignment, are necessary and proper.

Authorization and Payment of Bond.

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Bond to be designated "Industrial Development Revenue Bond, Series 1984 (AMCO Corporation Project)". The Bond shall be in the principal amount of \$2,500,000, dated the date of its delivery, lettered R and numbered 1, issued in fully registered form, and registered in the name of Harris Trust and Savings Bank, or its registered assigns, shall mature as to principal in twelve (12) consecutive annual principal installments, consisting of (i) eleven (11) annual consecutive principal installments of \$200,000 each, payable on November 1, 1988, and on the first day of each November thereafter to and including November 1, 1998, and (ii) a final annual principal installment of \$300,000, payable on November 1, 1999, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable thereto, and shall bear interest on the unpaid principal amount of the Bond from the date of the Bond at the Applicable Rate (as defined in the Bond) in effect from time to time, payable on February 1, 1985, and on the first day of each February, May, August and November thereafter until said principal amount is paid; provided, that the Applicable Rate shall not exceed fourteen and three-tenths percent (14.30%) per annum. Interest on the Bond shall be computed on the basis of a calendar year consisting of 360 days, and charged on the basis of the actual number of days elapsed.

The Bond shall bear interest (payable solely and only from the source therein identified) on any overdue installment of principal of, premium, if any, and interest on the Bond (to the extent legally enforceable) at a rate equal to the Applicable Rate in effect from time to time plus two percent (2%) per annum (other than the portion of any installment of interest which exceeds the amount of interest estimated to be due in accordance with the next following paragraph).

The Bank shall provide the Issuer and the Company with written notice at least five (5) Business Days (as defined in the Bond) in advance of each date on which interest shall be

payable on the Bond of the Applicable Rate in effect from time to time during the applicable interest payment period, the Prime Rate (as defined in the Bond) in effect from time to time during the applicable interest payment period and the amount of interest estimated to be so due and payable on the Bond on such interest payment date. Notwithstanding any other provision of the Bond or this Ordinance to the contrary, payment of such amount of interest as so estimated shall satisfy the obligation of payment of interest due on such interest payment date and shall not constitute an event of default hereunder if such amount of interest as so estimated is less than the actual amount of interest due on such interest payment date. Any deficiency between the amount of interest so estimated and paid and the amount of interest actually due on such interest payment date shall be paid on the next succeeding interest payment date, and any overpayment shall be credited against the amount of interest due and payable on the next succeeding interest payment date.

The principal installments of, premium, if any, and interest on the Bond shall be payable to the Bank in lawful money of the United States of America in Federal or other immediately available funds at the principal office of the Bank in the City of Chicago, Illinois. The Bank or any other owner of the Bond shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of any principal installment paid (whether at maturity or upon acceleration or call for prior redemption) and interest paid, and, upon request of the Company or the Issuer, the Bond shall be available for inspection by the Company or the Issuer during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois.

The Bank shall notify the Issuer in writing, at least annually, of each payment of principal installments of the Bond (whether at maturity or upon redemption prior to maturity or acceleration), such notification to include a statement as to the balance of the principal amount of the Bond then outstanding.

The Bond, together with interest thereon, shall be a special, limited obligation of the Issuer secured by the Agreement, the Note made payable to the Issuer and endorsed to the Bank and payments thereon being made directly to the Bank on behalf of the Issuer and an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments and certain other rights), the Note and the Mortgage, pursuant to the Assignment, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof and moneys derived from the Mortgage), and shall be a valid claim of the owner thereof only against the revenues and receipts derived from the Agreement and the Note (except as otherwise provided aforesaid), 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 or in the Agreement. The Bond and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provisions, but shall be secured as aforesaid, and are payable solely from the revenues and receipts derived from the Agreement and the Note (except as otherwise provided aforesaid). No owner of the Bond shall have the right to compel the taxing powers of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bond.

The principal installments of the Bond shall be subject to redemption prior to maturity by the Issuer in the event that the Company shall exercise its option to prepay the principal installments of the Note upon a Determination of Taxability, as a whole, and not in part, on any date within sixty (60) days of a Determination of Taxability, at a redemption price of 100% of the outstanding principal amount thereof being redeemed and accrued interest to the date fixed for redemption, all as provided in Section 7.1 of the Agreement, together with any amounts due and owing under Section 5.9(a) of the Agreement.

The principal installments of the Bond shall also be subject to redemption prior to maturity at the option of the Issuer from any available funds, including funds derived from the prepayment of the principal installments of the Note (or a portion thereof) at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, as a whole, or in part in the inverse order of maturity of the principal installments of the Bond, on any date, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer in the event that any moneys remain in the Construction Fund upon receipt by the Bank of a completion certificate pursuant to Section 3.4 of the Agreement (other than moneys withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement), or any moneys remain from any insurance proceeds after the completion of the repair, rebuilding or restoration of the Premises pursuant to Section 4 of the Mortgage, or any moneys remain from any condemnation proceeds after the completion of the restoration or acquisition of substitute property pursuant to Section 5 of the Mortgage, or any moneys are available from any sale, trade in or other disposal of Equipment which is not replaced pursuant to Section 6 of the Mortgage. In any such event, the principal installments of the Bond shall be subject to redemption prior to maturity on any date within ten (10) days of the receipt by the Bank of such completion certificate, or of the completion of such repair, rebuilding, restoration or acquisition, or of such sale, trade in or other disposition, in part in the inverse order of maturity of the principal installments thereof, at a redemption price of 100% of the principal amount thereof being redeemed and accrued interest to the date fixed for redemption.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer at the option of the owner of the Bond on any date from and including July 1, 1994, to and including November 1, 1994, and on any date from and including July 1 of each year thereafter to and including November 1 of each such year, upon at least ninety (90) days' written notice from the owner of the Bond to the Issuer and the Company of its election to cause the principal installments of the Bond to be so redeemed. As a result of such event, principal installments of the Bond shall be subject to redemption prior to maturity from funds derived from the prepayment of the principal installments of the Note by the Company pursuant to Section 7.4 of the Agreement, as a whole, and not in part, on any aforesaid date, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption. The principal installments of the Bond shall not be so subject to redemption prior to maturity if the Company or any person on behalf of the Company shall elect to purchase the Bond from the Bank or any other owner of the Bond on the date so fixed for redemption of the principal installments of the Bond. The Company or such other person on behalf of the Company shall notify the Bank or such other owner in writing at least five (5) days prior to the date so fixed for redemption of its intention to purchase the Bond or to cause the Bond to be so purchased. In such event, the Bank or such other owner shall assign or transfer the Bond

to the Company or such other person, on the date previously fixed for redemption, at a purchase price of 100% of the outstanding principal amount thereof plus accrued interest to the date of purchase. If the Company does not so purchase the Bond, but another person purchases the Bond on behalf of the Company, such person shall be a bank, savings and loan association or other financial institution.

Upon receipt by the Issuer and the Bank of at least five (5) days' prior written notice from the Company specifying a date for the prior redemption of the principal installments of the Bond (or a portion thereof), the Bank shall, to the extent that amounts are or become available therefor, apply such amounts on behalf of the Issuer to the redemption of the principal installments of the Bond (or a portion thereof) in accordance with the preceding paragraphs. The principal installments of the Bond (or a portion thereof), if designated for prior redemption, will cease to bear interest on the specified redemption date, provided sufficient funds for their redemption are paid to the Bank on behalf of the Issuer at the principal office of the Bank on such date.

The Bond shall be prepared in typewritten form.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bond by his manual or facsimile signature, the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the Bond by his manual or facsimile signature and the official seal of the Issuer shall be affixed to the Bond.

The form of Bond submitted to the City Council of the Issuer is hereby approved, and when the Bond shall be executed on behalf of the Issuer in the manner contemplated by this Ordinance in the principal amount of \$2,500,000, it shall represent the approved form of Bond of the Issuer.

The Bond shall be transferable only as a whole as provided herein. Upon surrender for transfer of the Bond at the principal office of the Bank, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee a substitute fully registered Bond of the same series, in the denomination of the unpaid principal amount thereof, with the same maturities and interest rate, dated the first day of the February, May, August or November (to which interest has been paid) next preceding the date of its issuance, or if issued on the first day of a February, May, August, or November (to which interest has been paid) as of such date. The owner of the Bond shall give written notice to the Company of any proposed transfer of the Bond at least ninety (90) days prior to the date of such proposed transfer, in which event the Company shall have the option to find an alternate purchaser of the Bond at the same price, on the same date and upon substantially the same terms and conditions of purchase as the transfer proposed by the owner of the Bond. If the Company has found such an alternate purchaser, the Company shall notify, the owner of the Bond, in writing at least five (5) days prior to the date so fixed for purchase, and the Bond shall be transferred to the alternate purchaser at the same price, on the same date and upon substantially the same terms and conditions of purchase as the transfer proposed by the owner of the Bond. The Issuer shall cause books for the registration and for the transfer of the Bond as provided in this Ordinance to be kept by the Bank which is hereby constituted and appointed the Bond Registrar of the Issuer. The Bank, as Bond Registrar, shall keep and maintain, on behalf of the Issuer, registration books indicating the name and address of the owner from time to time of the Bond. The Bond shall never be registered in the name of bearer. The Bank shall not be required to

transfer the Bond during the period of ten (10) days next preceding any interest payment date of the Bond nor to transfer the Bond after the mailing of notice calling the principal installments of the Bond (or a portion thereof) for prior redemption has been given as herein provided. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal installments of, premium, if any, or interest on the Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid. In each case the Issuer shall require the payment by the owner of the Bond requesting transfer of any tax or other government charge required to be paid with respect to such transfer.

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

Bond Form

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

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

Industrial Development Revenue Bond, Series 1984
(AMCO Corporation Project)

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

No. R-1

\$2,500.000

Know All Men by These Presents that the City of Chicago, Cook County, Illinois, a

municipality and a home rule unit of government of the State of Illinois created and existing under the Constitution and the 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 Harris Trust and Savings Bank, Chicago, Illinois, or its registered assigns (the "Bank") the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000), maturing as to principal in twelve (12) consecutive annual principal installments, consisting of (i) eleven (11) consecutive annual principal installments of \$200,000 each, payable on November 1, 1988, and on the first day of each November thereafter to and including November 1, 1998, and (ii) a final annual principal installment of \$300,000, payable on November 1, 1999, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, together with the interest on the unpaid principal amount hereof from the date hereof at the Applicable Rate (as hereinafter defined) in effect from time to time, payable on February 1, 1985, and on the first day of each February, May, August, and November thereafter until said principal amount is paid; provided, that the Applicable Rate shall not exceed fourteen and three-tenths percent (14.30%) per annum. Interest on this Bond shall be computed on the basis of a calendar year consisting of 360 days, and charged on the basis of the actual number of days elapsed. The principal installments hereof and premium, if any, and interest hereon are payable in lawful money of the United States of America in Federal or other immediately available funds at the principal office of the Bank in the City of Chicago, Illinois.

The following terms, as used in this Bond, shall have the following meanings:

"Applicable Rate" shall mean sixty-five percent (65%) of the Prime Rate in effect from time to time, plus four percent (4%) per annum, from the date of this Bond when initially issued by the Issuer to the ninetieth day following such date of this Bond, on which date "Applicable Rate" shall mean sixty-five percent (65%) of the Prime Rate in effect from time to time; provided, that in the event there is a change in either the Federal Tax Rate or the State Tax Rate, the Applicable Rate shall automatically be adjusted as of and on the effective date of any such change by multiplying the Applicable Rate then in effect by a fraction equal to $[(1 - \text{Federal Tax Rate as so adjusted}) \times (1 - \text{State Tax Rate as so adjusted}) \times [(1 - \text{State Tax Rate as previously in effect}) + (\text{Federal Tax Rate as previously in effect} \times \text{State Tax Rate as previously in effect})]]$ divided by $[(1 - \text{Federal Tax Rate as previously in effect}) \times (1 - \text{State Tax Rate as previously in effect}) \times [(1 - \text{State Tax Rate as so adjusted}) + (\text{Federal Tax Rate as so adjusted} \times \text{State Tax Rate as so adjusted})]$; provided further, that in the event there is a change in the TEFRA Disallowance Deduction (the "Change"), the Applicable Rate shall automatically be adjusted as of and on the effective date of any such Change by adding thereto $[90 \times (\text{TEFRA Disallowance Deduction in effect after such Change} - \text{TEFRA Disallowance Deduction in effect prior to such Change}) \times [(\text{State Tax Rate} + \text{Federal Tax Rate}) - (\text{Federal Tax Rate} \times \text{State Tax Rate})] \div [(1 - \text{State Tax Rate}) + (\text{State Tax Rate} \times \text{Federal Tax Rate})]$ % of the Prime Rate, with the TEFRA Disallowance Deduction, the State Tax Rate and the Federal Tax Rate all to be expressed as decimals. Each determination of the Prime Rate and the Applicable Rate shall be conclusive and binding on the Company (as hereinafter defined), the Issuer and the owner hereof absent manifest error.

"Business Day" shall mean a day on which banks in the City of Chicago, Illinois, are open for the general conduct of business.

"Federal Tax Rate" shall mean the maximum incremental percentage rate (to be

expressed as a decimal for purposes of calculation) from time to time applicable to the taxable income of any ordinary business corporation imposed under Section 11 of the Internal Revenue Code of 1954, as amended (the "Code"), or any successor thereto.

"Prime Rate" shall mean the per annum rate of interest from time to time announced by Harris Trust and Savings Bank as its prime commercial rate, with any change in said Prime Rate to be and become effective on and as of the date of any change in said prime commercial rate.

"State Tax Rate" shall mean the maximum incremental percentage rate (to be expressed as a decimal for purposes of calculation) from time to time applicable to income of any ordinary business corporation imposed by the State in which the principal office of the Bank is located, the amount of which State tax is deductible by the Bank for Federal income tax purposes.

"TEFRA Disallowance Deduction" shall mean the percentage of reduction (to be expressed as a decimal for purposes of calculation) set forth in Section 291(a)(3) of the Code or any successor thereto with respect to any financial institution preference item.

This Bond shall bear interest (payable solely and only from the source hereinafter identified) on any overdue installment of principal hereof, premium, if any, and interest hereon (to the extent legally enforceable) at a rate equal to the Applicable Rate in effect from time to time plus two percent (2%) per annum (other than the portion of any installment of interest which exceeds the amount of interest estimated to be so due and payable in accordance with the next following paragraph).

The Bank shall provide the Issuer and said Company with written notice at least five (5) Business Days in advance of each date on which interest shall be payable on this Bond of the Applicable Rate in effect from time to time during the applicable interest payment period, the Prime Rate in effect from time to time during the applicable interest payment period and the amount of interest estimated to be so due and payable on this Bond on such interest payment date. Notwithstanding any other provision of this Bond to the contrary, payment of such amount of interest as so estimated shall satisfy the obligation of payment of interest due on such interest payment date and shall not constitute an event of default hereunder or under the Bond Ordinance hereinafter referred to if such amount of interest as so estimated is less than the actual amount of interest due on such interest payment date. Any deficiency between the amount of interest so estimated and paid and the amount of interest actually due on such interest payment date shall be paid on the next succeeding interest payment date, and any overpayment shall be credited against the amount of interest due and payable on the next succeeding interest payment date.

The date and amount of payments of principal installments (whether at maturity or upon acceleration or call for prior redemption) and payments of interest shall be noted by the Bank or any other owner of this Bond on the Payment Record -- Schedule "A", made a part of this Bond, as provided in the Bond Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or any other owner of this Bond shall make this Bond available for inspection during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois, at the request of the Issuer or said Company.

This Bond is issued in the principal amount of \$2,500,000, and designated "Industrial Development Revenue Bond, Series 1984 (AMCO Corporation Project)", pursuant to the

hereinafter described Enabling Ordinance and to a Bond Ordinance duly adopted by the City Council of the Issuer on _____, 1984 (the "Bond Ordinance"), for the purpose of providing funds to finance a portion of the cost of constructing a building addition and related improvements and the acquisition of certain machinery, equipment and related property to be installed therein and in the facilities adjacent to said building addition (the "Project"), all to be used as a manufacturing, storage and distribution facility and to be located in the City of Chicago, Illinois, and paying expenses incidental thereto and to the issuance of this Bond, 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. The proceeds of this Bond will be used by the Issuer to pay or reimburse AMCO Corporation, a corporation incorporated and existing under the laws of the State of Illinois (the "Company"), for a portion of the costs of the acquisition, construction and installation of the Project, under the terms of a Loan Agreement dated as of November 1, 1984, by and between the Issuer and the Company (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

This Bond is secured by an assignment and pledge of the revenues and receipts derived by the Issuer from the repayment of the loan by the Company and other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Company thereunder (the "Note"), and is further secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments and certain other rights), the Note and the Mortgage and Security Agreement dated as of November 1, 1984, by and between the Company and the Issuer (the "Mortgagee"), as more fully described in the Bond Ordinance. 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, duties and obligations of the owner of this Bond, and the terms on which this Bond is or may be issued and to all of the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is issued pursuant to and in full compliance with the constitution and the laws of the State of Illinois, and particularly 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"). This Bond and the obligation to pay interest hereon are special, limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided in the Bond Ordinance and the Agreement. This Bond and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. No owner of this Bond shall have the right to compel the taxing powers of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installments of, premium, if any, or interest on this Bond. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of, premium, if any, and interest on this Bond are to be paid by the Company at the principal office of the Bank, and all revenues and receipts accruing from the repayment of the loan by the Company under the Agreement and the Note have been duly assigned and pledged to the Bank for that purpose, under the Bond Ordinance, to secure payment of the principal installments of, premium, if any, and interest on this Bond.

The principal installments of this Bond are subject to redemption prior to maturity by the Issuer in the event that the Company shall exercise its option to prepay the principal installments of the Note upon a Determination of Taxability (as defined in the Bond Ordinance), as a whole, and not in part, on any date within sixty (60) days of such a Determination of Taxability, at a redemption price of 100% of the outstanding principal amount hereof being redeemed and accrued interest to the date fixed for redemption, all as provided in Section 7.1 of the Agreement, together with any amounts due and owing under Section 5.9(a) of the Agreement.

The principal installments of this Bond are also subject to redemption prior to maturity at the option of the Issuer from any available funds, including funds derived from the prepayment of the principal installments of the Note (or portion thereof) at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, as a whole, or in part in the inverse order of the maturity of the principal installments hereof, on any date, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer in the event that any moneys remain in the Construction Fund referred in the Bond Ordinance upon receipt by the Bank of a completion certificate pursuant to Section 3.4 of the Agreement (other than moneys withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement), or any moneys remain from any insurance proceeds or condemnation proceeds after the completion of the repair, rebuilding, restoration or acquisition of the Premises (as defined in the Bond Ordinance) after certain events of damage to destruction of or condemnation of said Premises, or any moneys are available from any sale, trade in or other disposition of certain equipment subject to the security interest of the Mortgage, which is not replaced. In any such event, the principal installments of this Bond shall be subject to redemption prior to maturity on any date within ten (10) days of the receipt by the Bank of such completion certificate, or of the completion of such repair, rebuilding, restoration or acquisition, or of such sale, trade in or other disposition, in part in the inverse order of maturity of the principal installments hereof, at a redemption price of 100% of the principal amount hereof being redeemed and accrued interest to the date fixed for redemption.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer at the option of the owner of this Bond on any date from and including July 1, 1994, to and including November 1, 1994, and on any date from and including July 1 of each year thereafter to and including November 1 of each such year, upon at least ninety (90) days' written notice from the owner of this Bond to the Issuer and the Company of its election to cause the principal installments of this Bond to be so redeemed. As a result of such event, the principal installments of this Bond are subject to redemption prior to maturity from funds derived from the prepayment of the principal installments of the Note by the Company pursuant to Section 7.4 of the Agreement, as a whole, and not in part, on any aforesaid date, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption. The principal installments of this Bond shall not be so subject to redemption prior to maturity if the Company or any person on behalf of the Company shall elect to purchase the Bond from the Bank or any other owner of the Bond on the date so fixed for redemption of the principal installments of this Bond. The Company or such other person on behalf of the Company shall notify the Bank or such other owner in writing at least five (5) days prior to the date

so fixed for redemption of its intention to purchase this Bond or to cause this Bond to be so purchased. In such event, the Bank or such other owner shall assign or transfer this Bond to the Company or such other person on the date previously fixed for redemption, at a purchase price of 100% of the outstanding principal amount hereof, plus accrued interest to the date of purchase. If the Company does not so purchase this Bond, but another person purchases the Bond on behalf of the Company, such person shall be a bank, savings and loan association or other financial institution.

Upon receipt by the Issuer and the Bank of at least five (5) days' prior written notice from the Company specifying a date for the prior redemption of the principal installments of this Bond (or a portion hereof), the Bank shall, to the extent that amounts are or become available therefor, apply such amounts on behalf of the Issuer to the redemption of the principal installments of this Bond (or a portion hereof) in accordance with the preceding paragraphs. The principal installments of this Bond (or a portion hereof), if designated for prior redemption, shall cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank, (or such other owner of the Bond) on such date.

This Bond is transferable only as a whole by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bank, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a substitute fully registered Bond of the same series, the same outstanding maturities and interest rate, in the denomination of the unpaid principal amount hereof, dated as provided in the Bond Ordinance, will be issued to the transferee in exchange herefor. The Issuer and the Company may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal installments hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Company shall be affected by any notice to the contrary. The owner of this Bond shall give written notice to the Company of any proposed transfer of this Bond at least ninety (90) days prior to the date of such proposed transfer, in which event the Company shall have the option to find an alternate purchaser of this Bond at the same price, on the same date and upon substantially the same terms and conditions of purchase as the transfer proposed by the owner of this Bond. If the Company has found such an alternate purchaser, the Company shall notify the owner of this Bond in writing at least five (5) days prior to the date so fixed for purchase, and this Bond shall be transferred to the alternate purchaser at the same price, on the same date and upon substantially the same terms and conditions of purchase as the transfer proposed by the owner of this Bond.

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 thereof, together with interest accrued thereon.

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.

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

It is hereby certified, recited and declared that all acts, conditions and things required by the Enabling Ordinance and the Constitution and the laws of the State 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, Cook County, Illinois, by its City Council, has caused this Bond to be signed on its behalf by its Mayor by his manual signature, and attested manually by its City Clerk, and the official seal of the Issuer to be affixed hereto, all as of _____, 1984.

[Signature forms omitted for printing purposes.]

Schedule A

Payment Record

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

*Custody and Application of Proceeds of
Bond: Construction 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, Cook County, Illinois Industrial Development Revenue Bond Construction Fund (AMCO Corporation Project)". The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Construction Fund which shall be held in a separate account by the Bank, as depositary. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof.

The Bank, as depositary, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section 5, the Bank, as depositary, shall deliver copies of such records to the Issuer and the Company.

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

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

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

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are provided to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond hereby authorized when due, and are hereby pledged and ordered paid to the Bank on behalf of the Issuer as specified in Section 7 hereof. The Agreement provides that the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Bank on behalf of the Issuer for application by the Bank to the payment of the principal installments of (whether at maturity, by acceleration, upon redemption prior to maturity or otherwise), premium, if any, and interest on the Bond, and such provision is hereby expressly approved.

Revenues.

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer, but are special, limited obligations secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement (except certain expense and indemnification payments and certain other rights), the Note and the Mortgage, pursuant to the Assignment, and shall be payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided herein.

The Bank is authorized and directed to apply all amounts available for payment of the principal installments of, premium, if any, and interest on the Bond to the direct payment when due of the principal installments of (whether at maturity, by acceleration, upon redemption prior to maturity or otherwise), premium, if any, and interest on the Bond, including without limitation payments as follows: (a) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments made on the Note; (c) all prepayments of principal installments of the Note (or a portion thereof) as specified in Article VII of the Agreement; and (d) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement, the Note, the Mortgage or the Assignment which are required or are accompanied by directions that such moneys are to be applied to the payment of the principal installments of, premium, if any, and interest on the Bond.

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

Any amounts remaining in any fund or paid to the Bank under the Agreement, the Note, the Mortgage or the Assignment, after payment in full of the principal installments of,

premium, if any, and interest on the Bond and the charges and expenses of the Bank shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement.

Assignment and Mortgage.

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all of its right, title and interest in and to, including without limitation its rights to all revenues and receipts derived by the Issuer pursuant to, the Agreement, the Note and the Mortgage (except any payment made pursuant to Section 4.2(b) of the Agreement, relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement, relating to indemnification of the Issuer by the Company, Section 5.11 of the Agreement, relating to certain access to certain information and properties, and Section 6.3 of the Agreement, relating to the obligation of the Company to pay attorneys' fees and expenses incurred by the Issuer upon a default thereunder) and all rights and remedies of the Issuer under the Agreement, the Note and the Mortgage to enforce payment thereof, and as evidence of such assignment and pledge, the Mayor of the Issuer is hereby authorized and empowered and directed to execute the Assignment for and on behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix thereto the official seal of the Issuer, and the Mayor and the City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, as hereinafter provided.

Investments; Arbitrage.

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

As and when any amount invested pursuant to this Section 9, may be needed for disbursements, the Authorized Company Representative may direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

With respect to Section 103 of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Company will make certain certifications and representations with respect to Section 103 of the Code on the date of delivery of the Bond, which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the Bank and any other owner of the Bond that so long as any principal installment of, premium, if any, or interest on the Bond remains unpaid, the City Council of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103 of the Code and any regulations promulgated or proposed thereunder, including without limitation Section 1.103-13, Section 1.103-14 and Section 1.103-15 of the Income Tax Regulations (26 C.F.R., Part 1) as

the same presently exist or may from time to time hereafter be amended, supplemented or revised.

General Covenants.

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

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

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

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

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

Events of Default and Remedies.

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

- (a) Default in the due and punctual payment of any interest on the Bond; provided, however, that the payment of less than the full amount of interest due on the Bond on any interest payment date shall not constitute an event of default hereunder if the amount of interest paid shall be the amount of interest which the Bank has advised the Issuer and the Company is the amount of interest estimated to be due on such interest payment date.
- (b) Default in the due and punctual payment of any principal installment of or premium, if any, on the Bond, whether at the stated maturity thereof or upon redemption prior to maturity or proceedings for the acceleration thereof.
- (c) An "Event of Default" shall have occurred and be continuing under the Agreement.

Upon the occurrence of an event of default hereunder and so long as such event of default is continuing, the Bank or any other owner of the Bond, by notice in writing delivered to the Company and the Issuer, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement and the Note from the Company shall become immediately due and payable as provided in Section 6.2 of the Agreement.

While any principal installment of, premium, if any, or interest on the Bond remains unpaid, the Issuer shall not exercise any of the remedies available upon an "Event of Default" specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank or any other owner of the Bond.

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

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

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

All moneys received pursuant to any right given or action taken under the provisions of this Section 11 or under the provisions of Article VI of the Agreement (after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer or the Bank or any other owner of the Bond) or under the Mortgage or the Assignment, and all moneys in the Construction Fund at the time of the occurrence of an event of default hereunder, shall be paid to the Bank on behalf of the Issuer, and shall be applied to the payment of the principal installments, premium, if any, and interest due and unpaid upon the Bond to the person or persons entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section 11, such moneys shall be applied to the payment of the principal installments of, premium, if any, or interest on the Bond upon payment of such moneys to the Bank.

Whenever all principal installments of, premium, if any, and interest on the Bond have been paid under the provisions of this Section 11 and all expenses of the Bank and the Issuer have been paid, any amounts paid to the Bank and not so applied shall be paid to the Company pursuant to Section 9.5 of the Agreement.

The Bank (or any other owner of the Bond) may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of acceleration of principal, and in cases of any such waiver or rescission, or in case any proceeding taken by the Bank on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Company, the Bank and any other owner of the Bond shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other event of default hereunder, or impair any right consequent thereon.

With regard to any default concerning which notice is given to the Company under the provisions of this Section 11, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bond: Execution of Documents.

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$2,500,000 and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer is hereby in all respects authorized, approved and confirmed by the City Council.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix the official seal of the Issuer thereto, and the Mayor and the City Clerk are hereby authorized, empowered and directed to deliver the Bond Purchase Agreement, such Bond Purchase Agreement to be in substantially the same form as presented to and approved by the City

Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Bond Purchase Agreement presented to and approved by the City Council of the Issuer.

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

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Agreement, the Mortgage and the Assignment for and on behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix the official seal of the Issuer thereto, and the Mayor and the City Clerk are hereby authorized, empowered and directed to deliver the Agreement, the Mortgage and the Assignment, such Agreement, Mortgage and Assignment to be in substantially the same form as presented to and approved by the City Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement, Mortgage and Assignment presented to and approved by the City Council of the Issuer.

Performance Provisions.

SECTION 13. 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, empowered 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, empowered and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Mortgage, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices.

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given (i) three (3) days after the same are deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) when the same are delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at P.O. Box 755, 111 West Monroe Street, Chicago, Illinois 60690, Attention: James E. Lynch; and if to the Company at 901 North Kilpatrick Avenue, Chicago, Illinois 60651, Attention: President.

*Ordinance A Contract; Provisions For Modifications,
Alterations and Amendments.*

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

Satisfaction and Discharge.

SECTION 16. All rights and obligations of the Issuer and the Company under the Bond, this Ordinance, the Agreement, the Note, the Mortgage, the Assignment and the Bond Purchase Agreement shall terminate and such instruments shall cease to be of further effect, and the Bank or any other owner of the Bond shall surrender the Bond, cancel the Bond, deliver the cancelled Bond to the Issuer, deliver a copy of the cancelled Bond to the Company and assign and deliver to the Company any moneys required to be paid to the Company under Section 7 hereof when:

(a) all reasonable expenses of the Issuer and the Bank required to be paid pursuant to this Ordinance, the Agreement, the Note, the Mortgage, the Assignment and the Bond Purchase Agreement shall have been paid;

(b) the Issuer and the Company shall have paid all amounts due and owing by the Issuer or the Company under the Bond, this Ordinance, the Agreement, the Note, the Mortgage, the Assignment and the Bond Purchase Agreement; and

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

Severability.

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

Captions.

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

Provisions in Conflict Superseded.

SECTION 19. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby 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 provided by law.

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

ISSUANCE OF INDUSTRIAL REVENUE BOND AUTHORIZED FOR
GUERNSEY DELL INCORPORATED PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the issuance of an industrial revenue bond in the amount of \$5,000,000 for a project to be constructed by Guernsey Dell, Inc., located at the southwest corner of 43rd and Morgan Streets.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "Issuer") 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

WHEREAS, The Issuer has adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Act"); and

WHEREAS, Pursuant to the Act, the Issuer is authorized and empowered to issue its revenue bonds to finance the costs of "industrial development projects", as defined in the Act, to the end that the Issuer may be able to increase job opportunities and retain jobs in the City of Chicago; and

WHEREAS, As a result of negotiations between the Issuer and Guernsey Dell, Inc., an Illinois corporation (the "Company"), contracts have been or will be entered into by the Company for the acquisition of land and construction and equipping of an industrial building thereon (the "Project"), which Project is to be owned and used by the Company for the manufacture, storage and distribution of food ingredients and to be located at the southwest corner of the intersection of Forty-third Street and South Morgan Street, Chicago, Illinois and it is proposed that the Issuer shall enter into a Loan Agreement with the Company (the "Agreement"), pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such

acquisition, construction and installation, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition, construction and installation of the Project as evidenced by such revenue bond, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be at least \$5,000,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Act, will increase job opportunities and retain existing jobs in Chicago; and

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Industrial Development Revenue Bond, Series 1984 (Guernsey Dell, Inc. Project)" upon a negotiated basis to Harris Trust and Savings Bank, Chicago, Illinois; and

WHEREAS, Pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended, a public hearing on the proposed plan of financing of the Project has been held by the Commissioner of Economic Development of the Issuer, or his designee, prior to the approval by the City Council of the Issuer of the financing of the Project through the issuance of said Bond, pursuant to notice published by the Issuer in The Chicago Tribune and The Chicago Sun Times, newspapers of general circulation in the City of Chicago, on September 24, 1984; 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:

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

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

"Assignment" means the Assignment and Agreement dated as of December 1, 1984, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Authorized Company Representative" means such person at the time and from time to time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Bank, containing the specimen signature of such person, signed on behalf of the Company by the president, any vice president, the treasurer or the secretary of the Company. Such certificate may designate an alternate or alternates.

"Bank" means Harris Trust and Savings Bank, Chicago, Illinois, a banking corporation duly organized and validly existing under the laws of the State of Illinois, its successors and assigns, and any subsequent registered owner of the Bond.

"Bond" means the Industrial Development Revenue Bond, Series 1984 (Guernsey Dell, Inc. Project) of the Issuer, in the principal amount of \$5,000,000 authorized to be issued hereunder.

"Bond Counsel" means a firm of attorneys of nationally recognized standing on the subject of bonds of states and their political subdivisions.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1984, by and among the Issuer, the Company and the Bank, as from time to time supplemented and amended.

"Building" or "Plant" means the industrial building comprising a portion of the Project.

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

"Company" means Guernsey Dell, Inc., a corporation duly organized and validly existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted by Section 5.2 of the Agreement.

"Construction Fund" means the City of Chicago, Industrial Development Revenue Bond Construction Fund (Guernsey Dell, Inc. Project) created and established in Section 5 hereof.

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

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the Bank or any other owner of the Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), (ii) the delivery to the Company of an opinion of Bond Counsel to the effect that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or "related person", within the meaning of Section 103 of the Code), (iii) the filing by the Company or any other principal user of the Project with the Bank, any other owner of the Bond or the Internal Revenue Service of any certificate, statement or other tax schedule, return or document which concludes or discloses that the interest payable on the Bond, or any installment thereof, is includible in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code), or (iv) any amendment, modification, addition or change shall be made in Section 103 or any other provision of the Code or in any regulation or proposed regulation thereunder; or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality; or any opinion of any Federal court or of the United States Tax Court shall be rendered; and the Bank or any other owner of the Bond shall have notified the Company in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified

opinion that the interest payable on the Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the Federal gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person", within the meaning of Section 103 of the Code).

"Equipment" means the machinery, equipment, apparatus, equipment fittings, readily removable fixtures and related property described in Exhibit B attached to and made a part of the Agreement, comprising a portion of the Project.

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

"Event of Taxability" means the date of the occurrence of the event which results in the interest payable on the Bond, or any installment thereof, becoming includible in the Federal gross income of the taxpayer as set forth in a Determination of Taxability or the date of the Determination of Taxability, whichever is earlier.

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

"Improvements" means the improvements, fixtures and related property to be constructed on the Land and to the Plant, comprising a portion of the Project.

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

"Land" means the real estate more particularly described in Exhibit A attached to and made a part of the Agreement, on which the Plant is located and the Project is to be located.

"Mortgage" means the Mortgage and Security Agreement dated as of December 1, 1984, by and between the Company and the Issuer, as from time to time supplemented and amended.

"Note" means the promissory note of the Company made payable to the Issuer and endorsed by the Issuer to the Bank, pursuant to Section 4.2(a) of the Agreement, in order to evidence the obligation of the Company to repay the loan made thereunder, payments on which Note are provided to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond when due.

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

"Premises" means the Project, the Plant and the Land.

"Project" means the land, building, and equipment financed in part with the proceeds of the Bond, as defined and described in the Agreement.

Authorization and Approval of the Project.

SECTION 2. That in order to increase job opportunities and retain existing jobs in the City of Chicago, the Project, as described in the preamble hereto shall be and is hereby approved and authorized to be financed through the issuance of the Bond as described herein. The action of the Commissioner of Economic Development of the Issuer in publishing notice of public hearing as required by Section 103(k) of the Code is in all respects hereby ratified, confirmed and approved, and the holding of said public hearing by the Commissioner of Economic Development of the Issuer, or his designee, is hereby acknowledged and approved. The estimated cost of the acquisition, construction and installation of the Project will be at least \$6,000,000, of which \$5,000,000 will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and complies with purposes and provisions of the Act. In order to further secure the Bond, the assignment and pledge of the right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage (except certain expense and indemnification payments), pursuant to the Assignment, are necessary and proper.

Authorization and Payment of Bond.

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Bond to be designated "Industrial Development Revenue Bond, Series 1984 (Guernsey Dell, Inc. Project)". The Bond shall be in the principal amount of \$5,000,000, dated the date of its delivery, lettered R and numbered 1, issued in fully registered form, registered in the name of Harris Trust and Savings Bank, or its registered assigns, maturing as to principal in the amount of \$50,000 on December 1, 1985, in the amount of \$162,500 on June 1, 1986 and December 1, 1986; in the amount of \$212,500 on June 1, 1987 and December 1, 1987; in the amount of \$200,000 on June 1 and December 1 of each of the years 1988 through 1991 inclusive; and in the amount of \$162,500 on June 1 and December 1 of each of the years 1992 to 1999, inclusive, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable thereto, and bearing interest on the unpaid principal amount of the Bond from the date of the Bond at the Applicable Rate (as defined in the form of the Bond hereinafter set forth) in effect from time to time, payable on March 1, 1985, and on the first day of each June, September, December and March thereafter until said principal amount is paid. Interest on the Bond shall be computed on the basis of a calendar year consisting of 360 days, and charged on the basis of the actual number of days elapsed.

The Bond shall bear interest (payable solely and only from the source therein identified) on any overdue installment of principal of, premium, if any, and interest on the Bond (to the extent legally enforceable) at a rate equal to the Applicable Rate in effect from time to time plus two percent (2%) per annum (other than the portion of any installment of interest which exceeds the amount of interest estimated to be due in accordance with the next following paragraph).

The Bank shall provide the Issuer and the Company with written notice at least five (5) Business Days (as defined in the form of Bond) in advance of each date on which interest shall be payable on the Bond of the Applicable Rate in effect from time to time during the applicable interest payment period, the Prime Rate (as defined in the form of Bond) in effect from time to time during the applicable interest payment period to the extent that

the Applicable Rate is calculated on the basis of the Prime Rate, and the amount of interest estimated to be so due and payable on the Bond on such interest payment date. Notwithstanding any other provision of the Bond or this Ordinance to the contrary, payment of such amount of interest as so estimated shall satisfy the obligation of payment of interest due on such interest payment date and shall not constitute an event of default hereunder if such amount of interest as so estimated is less than the actual amount of interest due on such interest payment date. Any deficiency between the amount of interest so estimated and paid and the amount of interest actually due on such interest payment date shall be paid on the next succeeding interest payment date, and any overpayment shall be credited against the amount of interest due and payable on the next succeeding interest payment date.

The principal installments of, premium, if any, and interest on the Bond shall be payable to the Bank in lawful money of the United States of America in Federal or other immediately available funds at the principal office of the Bank in the City of Chicago, Illinois. The Bank or any other owner of the Bond shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of any principal installment paid (whether at maturity or upon acceleration or call for prior redemption) and interest paid, and, upon request of the Company or the Issuer, the Bond shall be available for inspection by the Company or the Issuer during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois.

The Bank (or any other owner of the Bond) shall also notify the Issuer in writing, within five (5) days after each date on which any of the principal installments of, premium, if any, or interest on the Bond is due, of the following: (i) the name and the date of the Bonds; (ii) the name of the Company; (iii) the date on which such interest on the Bond is due, the rate or rates of interest borne by the Bond and the amount of such interest due; (iv) the date on which such interest on the Bond is paid and the amount of such interest paid; (v) the date on which such principal installments of and premium, if any, on the Bond are due (whether at maturity, upon call for prior redemption or acceleration) and the amount of such principal installments and premium, if any, due; (vi) the date on which any such principal installments of and premium, if any, on the Bond are paid and the amount of such principal installments and premium, if any, paid; and (vii) the name of the Bank.

The Bond, together with interest thereon, shall be a special, limited obligation of the Issuer secured by the Agreement, the Note made payable to the Issuer and endorsed to the Bank and payments thereon being made directly to the Bank on behalf of the Issuer and an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage (except certain expense and indemnification payments), pursuant to the Assignment, and shall be payable solely from the revenues and income derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or moneys derived from the Mortgage), and shall be a valid claim of the owner thereof only against the revenues and income derived from the Agreement and the Note (except as otherwise provided aforesaid), which revenues and income 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 or in the Agreement. The Bond and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or an obligation of the Issuer, the State of Illinois or any political subdivision thereof, within the purview of any constitutional limitation or provision, but shall be secured as aforesaid, and are payable solely from the revenues and

income derived from the Agreement and the Note (except as otherwise provided aforesaid). No owner of the Bond shall have the right to compel the taxing powers, if any, of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bond.

The principal installments of the Bond shall be subject to redemption prior to maturity by the Issuer, in the event that the Company shall exercise its option to prepay the principal installments of the Note upon a Determination of Taxability, as a whole, and not in part, on any date within sixty (60) days of a Determination of Taxability, at a redemption price of 100% of the outstanding principal amount thereof being redeemed and accrued interest to the date fixed for redemption, all as provided in Section 7.1 of the Agreement, together with any amounts due and owing under Sections 5.9(a) and 7.7 of the Agreement.

The principal installments of the Bond shall also be subject to redemption prior to maturity at the option of the Issuer from any available funds, including funds derived from the prepayment of the principal installments of the Note (or a portion thereof) at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, as a whole, or in part in the inverse order of maturity of the principal installments of the Bond, on any date during which the Bond bears interest at a rate calculated on the basis of the Prime Rate (as defined in the form of Bond in this Ordinance), at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer in the event the Company shall elect to exercise its option to prepay the principal installments of the Note and to cause the principal installments of the Bond to be redeemed prior to maturity as provided in Section 7.3 of the Agreement in the event of damage to or destruction of or condemnation of the Premises or certain other events described therein. As a result of any such event, the principal installments of the Bond shall be subject to redemption prior to maturity on any date, as a whole, and not in part, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer in the event that any moneys remain in the Construction Fund upon receipt by the Bank of a completion certificate pursuant to Section 3.4 of the Agreement (other than moneys withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement) or any moneys remain from any insurance proceeds after the completion of the repair, rebuilding or restoration of the Premises pursuant to Section 4 of the Mortgage or any moneys remain from any condemnation proceeds after the completion of the restoration or acquisition of substitute property pursuant to Section 5 of the Mortgage. In any such event, the principal installments of the Bond shall be subject to redemption prior to maturity on any date within ten (10) days of the receipt by the Bank of such completion certificate or of the completion of such repair, rebuilding, restoration or acquisition, in part in the inverse order of maturity of the principal installments thereof, at a redemption price of 100% of the principal installments thereof being redeemed and accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

The principal installments of the Bond shall be further subject to redemption prior to maturity by the Issuer at the option of the owner of the Bond on December 1, 1994, upon at least sixty (60) days' written notice from the owner of the Bond to the Issuer and the Company of its election to cause the principal installments of the Bond to be so redeemed. As a result of such event, the principal installments of the Bond shall be subject to redemption prior to maturity from funds derived from the prepayment of the principal installments of the Note by the Company pursuant to Section 7.5 of the Agreement, as a whole, and not in part, on the aforesaid date, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

Upon receipt by the Issuer and the Bank of at least five (5) days' prior written notice from the Company specifying a date for the prior redemption of the principal installments of the Bond (or a portion thereof), the Bank shall, to the extent that amounts are or become available therefor, apply such amounts on behalf of the Issuer to the redemption of the principal installments of the Bond (or a portion thereof) in accordance with the preceding paragraphs. The principal installments of the Bond (or a portion thereof), if designated for prior redemption, will cease to bear interest on the specified redemption date, provided sufficient funds for their redemption are paid to the Bank on behalf of the Issuer at the principal office of the Bank on such date.

The Bond shall be prepared in typewritten form.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bond by his manual or facsimile signature, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the Bond by his manual signature, and the official seal of the Issuer shall be affixed thereto, and the Mayor and the City Clerk of the Issuer shall cause the Bond, as so executed and attested, to be delivered to the Bank. In case any official whose signature shall appear on the Bond shall cease to be such official before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bond shall be transferable only as a whole as provided herein. Upon surrender for transfer of the Bond at the principal office of the Bank, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee a substitute fully registered Bond of the same series, in the denomination of the unpaid principal amount thereof, with the same maturities and interest rate, dated the first day of the March, June, September or December (to which interest has been paid) next preceding the date of its issuance, or if issued on the first day of March, June, September or December (to which interest has been paid), as of such date. The Issuer shall cause books for the registration and for the transfer of the Bond as provided in this Ordinance to be kept by the Bank which is hereby constituted and appointed the Bond Registrar of the Issuer. The Bank, as Bond Registrar, shall keep and maintain, on behalf of the Issuer, registration books indicating the name and address of the owner from time to time of the Bond. The Bond shall never be registered in the name of bearer. The Bank shall not be required to transfer the Bond during the period of ten (10) days next preceding any interest payment date of the Bond nor to transfer the Bond after the mailing of notice calling the principal installments of the Bond (or a portion thereof) for prior redemption has been given as herein provided. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account

of the principal installments of, premium, if any, or interest on the Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid. In each case the Issuer shall require the payment by the owner of the Bond requesting transfer of any tax or other government charge required to be paid with respect to such transfer.

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

Bond Form.

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

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

Industrial Development Revenue Bond, Series 1984
(Guernsey Dell, Inc. Project)

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM
REVENUES AND INCOMES DERIVED FROM THE
LOAN AGREEMENT AND THE PROMISSORY
NOTE REFERRED TO HEREIN

No. R-1

\$5,000,000

Know All Men By These Presents that the City of Chicago, 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 (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to Harris Trust and Savings Bank, Chicago, Illinois, or its registered assigns (the "Bank"), the principal sum of: Five Million Dollars (\$5,000,000), maturing as to principal in the amount of \$50,000 on December 1, 1985, in the amount of \$162,500 on June 1, 1986 and December 1, 1986; in the amount of \$212,500 on June 1, 1987 and December 1, 1987; in the amount of \$200,000 on June 1 and December 1 of each of the

years 1988 through 1991, inclusive; and in the amount of \$162,500 on June 1 and December 1 of each of the years 1992 to 1999, inclusive, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, together with interest on the unpaid principal amount hereof from the date hereof at the Applicable Rate (as hereinafter defined) in effect from time to time, payable on March 1, 1985, and on the first day of each June, September, December and March thereafter until said principal amount is paid. Interest on this Bond shall be computed on the basis of a calendar year consisting of 360 days, and charged on the basis of the actual number of days elapsed. The principal installments hereof and premium, if any, and interest hereon are payable in lawful money of the United States of America in Federal or other immediately available funds at the principal office of the Bank in the City of Chicago, Illinois.

The following terms, as used in this Bond, shall have the following meanings:

"Applicable Rate" shall mean sixty-eight percent (68%) of the Prime Rate in effect from time to time, plus five and sixty-four hundredths percent (5.64%) per annum, or, in the event the Company (as hereinafter defined) gives written notice of a request pursuant to Section 4.2(c) of the Loan Agreement hereinafter referred to as hereinafter provided, the Fixed Rate plus five and sixty-four hundredths percent (5.64%) per annum, from the date of this Bond when initially issued by the Issuer to the ninetieth (90th) day following such date of this Bond, on which date "Applicable Rate" shall mean sixty-eight percent (68%) of the Prime Rate in effect from time to time, but, in the event said Company gives written notice of its request that its promissory note issued under said Loan Agreement bear interest at a specified Fixed Rate for an Interest Period selected by said Company as set forth in Section 4.2(c) of said Loan Agreement, the Applicable Rate shall be equal to such Fixed Rate for such Interest Period; provided, that in the event there is a change in either the Federal Tax Rate or the State Tax Rate, the Applicable Rate shall automatically be adjusted as of and on the effective date of any such change by multiplying the Applicable Rate then in effect by a fraction equal to $[(1 - \text{Federal Tax Rate as so adjusted}) \times (1 - \text{State Tax Rate as so adjusted}) \times [(1 - \text{State Tax Rate as previously in effect}) + (\text{Federal Tax Rate as previously in effect} \times \text{State Tax Rate as previously in effect})]]$ divided by $[(1 - \text{Federal Tax Rate as previously in effect}) \times (1 - \text{State Tax Rate as previously in effect}) \times [(1 - \text{State Tax Rate as so adjusted}) + (\text{Federal Tax Rate as so adjusted} \times \text{State Tax Rate as so adjusted})]$ provided further, that in the event there is a change in the TEFRA Disallowance Deduction (the "Change"), the Applicable Rate shall automatically be adjusted as of and on the effective date of any such Change, as follows: (a) if the Applicable Rate from time to time in effect is calculated on the basis of the Prime Rate, the Applicable Rate shall automatically be adjusted by adding thereto $[90 \times (\text{TEFRA Disallowance Deduction in effect after such Change} - \text{TEFRA Disallowance Deduction in effect prior to such Change}) \times ((\text{State Tax Rate} + \text{Federal Tax Rate}) - (\text{Federal Tax Rate} \times \text{State Tax Rate})) \div [(1 - \text{State Tax Rate}) + (\text{State Tax Rate} \times \text{Federal Tax Rate})]]\%$ of the Prime Rate, with the TEFRA Disallowance Deduction, the State Tax Rate and the Federal Tax Rate all to be expressed as decimals and (b) if the Applicable Rate then in effect is calculated on the basis of a Fixed Rate, the Applicable Rate shall automatically be adjusted by recalculating the Fixed Rate, in accordance with the formulae used to originally calculate the Fixed Rate and the Base Rate, but using in such formulae (i) the TEFRA Disallowance Deduction in effect after such Change, (ii) the Federal Tax Rate in effect on the date of such Change, and (iii) the State Tax Rate in effect on the date of such Change, and without changing any of the other variables used in originally calculating the Fixed Rate and the Base Rate. Each

determination of the Prime Rate, the Fixed Rate and the Applicable Rate shall be conclusive and binding on said Company, the Issuer and the owner hereof absent manifest error.

"Adjusted LIBOR Rate" shall mean, with respect to each Interest Period, the per annum rate of interest determined pursuant to the following formula:

$$\text{Adjusted LIBOR Rate} = \frac{\text{LIBOR}}{1 - \text{LIBOR Reserve Percentage}}$$

"LIBOR" shall mean, with respect to each Interest Period, the per annum rate of interest (to be expressed as a decimal for purposes of calculation) as determined by the Bank [rounded upwards, if necessary, to the nearest whole multiple of one-sixteenth of one percent (1/16%)] at which deposits of United States dollars in immediately available and freely transferable funds would be readily offered at 11:00 A.M., London Time two (2) London Banking Days prior to the day on which such Interest Period commences, by the London offices of major banks to other major banks in the London interbank market in an amount equal to \$1,000,000 to be outstanding during such Interest Period, adjusted to reflect any maturities of this Bond during such Interest Period. "LIBOR Reserve Percentage" shall mean, with respect to each Interest Period, the reserve requirement (to be expressed as a decimal for purposes of calculation) imposed by the Board of Governors of the Federal Reserve System (or any successor thereto) under Regulation D or Eurocurrency liabilities (as such term is defined in Regulation D) for the applicable Interest Period as of the day on which such Interest Period commences, but taking into account any transitional adjustments thereto becoming effective during such Interest Period. "London Banking Day" means a day on which banks are open for business and quoting interest rates for United States dollar deposits in the London interbank market.

"Base Rate" shall be determined as of the day on which any Interest Period commences, as follows: [Adjusted LIBOR Rate] + [Adjusted LIBOR Rate x TEFRA Disallowance Deduction x [Federal Tax Rate + State Tax Rate - (Federal Tax Rate x State Tax Rate)]] divided by [(1 - State Tax Rate) x (1 - Federal Tax Rate)].

"Business Day" shall mean a day on which banks in the City of Chicago, Illinois, are open for the general conduct of business, provided, that when used with respect to Fixed Rates based upon the Adjusted LIBOR Rate, such day shall also be one on which banks are dealing in dollar deposits in London, England, and banks are open for business in the City of New York, New York.

"Federal Tax Rate" shall mean the maximum incremental percentage rate (to be expressed as a decimal for purposes of calculation) from time to time applicable to the taxable income of any ordinary business corporation imposed under Section 11 of the Internal Revenue Code of 1954, as amended (the "Code"), or any successor thereto.

"Fixed Rate" shall be determined as of the first day of any Interest Period as follows: [(0.04 + Base Rate) x (1 - Federal Tax Rate) x (1 - State Tax Rate)] divided by [(1 - State Tax Rate) + (State Tax Rate x Federal Tax Rate)].

"Interest Period" shall mean the period commencing on the date selected by said Company specified in its notice required by Section 4.2(c) of said Loan Agreement with respect to selecting a Fixed Rate applicable to the Promissory Note of said Company and

ending on a date which is an interest payment date on this Bond not less than twelve (12) months, nor more than sixty (60) months, after the date of the commencement thereof; provided that the foregoing provision relating to Interest Periods is subject to the following:

- (i) If any Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall be extended to the next succeeding Business Day, unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day; and
- (ii) No interest period shall extend beyond December 1, 1999; and
- (iii) Each Interest Period must end on the day of a March, June, September or December (except as provided for in clause (i) above).

" Prime Rate" shall mean the per annum rate of Interest from time to time announced by Harris Trust and Savings Bank as its prime commercial rate, with any change in said Prime Rate to be and become effective on and as of the date of any change in said prime commercial rate.

"State Tax Rate" shall mean the maximum incremental percentage rate (to be expressed as a decimal for purposes of calculation) from time to time applicable to income of any ordinary business corporation imposed by the State in which the principal office of the Bank is located, the amount of which State Tax is deductible by the Bank for Federal income tax purposes.

"TEFRA Disallowance Deduction" shall mean the percentage of reduction (to be expressed as a decimal for purposes of calculation) set forth in Section 291(a)(3) of the Code or any successor thereto with respect to any financial institution preference item.

This Bond shall bear interest (payable soley and only from the source hereinafter identified) on any overdue installment of principal hereof, premium, if any, and interest hereon (to the extent legally enforceable) at a rate equal to the Applicable Rate in effect from time to time plus two percent (2%) per annum (other than the portion of any installment of interest which exceeds the amount of interest which exceeds the amount of interest estimated to be so due and payable in accordance with the next following paragraph).

The Bank shall provide the Issuer and the Company (as hereinafter defined) with written notice at least five (5) Business Days in advance of each date on which interest shall be payable on this Bond of the Applicable Rate in effect from time to time during the applicable interest payment period, the Prime Rate in effect from time to time during the applicable interest payment period to the extent that the Applicable Rate is calculated on the basis of the Prime Rate, and the amount of interest estimated to be so due and payable on this Bond on such interest payment date. Notwithstanding any other provision of this Bond to the contrary, payment of such amount of interest as so estimated shall satisfy the obligation of payment of interest due on such interest payment date and shall not constitute an event of default hereunder or under the Bond Ordinance hereinafter referred to if such amount of interest as so estimated is less than the actual amount of interest due

on such interest payment date. Any deficiency between the amount of interest so estimated and paid and the amount of interest actually due on such interest payment date shall be paid on the next succeeding interest payment date, any overpayment shall be credited against the amount of interest due and payable on the next succeeding interest payment date.

The date and the amount of payments of principal installments (whether at maturity or upon acceleration or call for prior redemption) and payments of interest shall be noted by the Bank or any other owner of this Bond on the Payment Record -- Schedule "A", made a part of this Bond, as provided in the Bond Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or any other owner of this Bond shall make this Bond available for inspection during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois, at the request of the Issuer or the Company (as hereinafter defined).

This Bond is issued in the principal amount of \$5,000,000, and designated "Industrial Development Revenue Bond, Series 1984 (Guernsey Dell, Inc, Project)", pursuant to the hereinafter described Act and to a Bond Ordinance duly adopted by the City Council of the Issuer on _____, 1984 (the "Bond Ordinance"), for the purpose of providing funds to finance a portion of the cost of acquiring land and constructing and equipping a building (the "Project") to be located in the City of Chicago, and paying expenses incidental thereto and to the issuance of this Bond, to the end that the Issuer may be able to increase employment opportunities and retain jobs in the City of Chicago. The proceeds of this Bond will be used by the Issuer to pay or reimburse Guernsey Dell, Inc., a corporation and existing under the laws of the State of Illinois (the "Company"), for a portion of the costs of the acquisition, construction and installation of the Project, under the terms of a Loan Agreement dated as of December 1, 1984 by and between the Issuer and the Company (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

This Bond is secured by an assignment and pledge of the revenues and income derived by the Issuer from the repayment of the loan by the Company and other revenues and income derived pursuant to the Agreement and the Promissory Note issued by the Company thereunder (the "Note"), and is further secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage and Security Agreement dated as of December 1, 1984, by and between the Company and the Issuer (except certain expense and indemnification payments), as more fully described in the Bond Ordinance. 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, duties and obligations of the owner of this Bond, and the terms on which this Bond is or may be issued and to all of the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is issued pursuant to and in full compliance with the Constitution and the laws of the State of Illinois, and particularly Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Act"). This Bond as the obligation to pay interest hereon are special, limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and income derived from the Agreement and the Note

and as otherwise provided in the Bond Ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State of Illinois or any political subdivision thereof, within the purview of any constitutional limitation or provision. No owner of this Bond shall have the right to compel the taxing powers, if any, of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installments of, premium, if any, or interest on this Bond. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of, premium, if any, and interest on this Bond are to be paid by the Company at the principal office of the Bank, and all revenues and income accruing from the repayment of the loan by the Company under the Agreement and the Note have been duly assigned and pledged to the Bank for that purpose, under the Bond Ordinance, to secure payment of the principal installments of, premium, if any, and interest on this Bond.

The principal installments of this Bond are subject to redemption prior to maturity by the Issuer in the event that the Company shall exercise its option to prepay the principal installments of the Note upon a Determination of Taxability (as defined in the Bond Ordinance), as a whole, and not in part, on any date within sixty (60) days of such a Determination of Taxability, at a redemption price of 100% of the outstanding principal amount hereof being redeemed and accrued interest to the date fixed for redemption, all as provided in Section 7.1 of the Agreement, together with any amounts due and owing under Sections 5.9(a) and 7.7 of the Agreement.

The principal installments of this Bond are also subject to redemption prior to maturity at the option of the Issuer from any available funds, including funds derived from the prepayment of the principal installments of the Note (or a portion thereof) at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, as a whole, or in part in the inverse order of the maturity of the principal installments hereof, on any date during which this Bond bears interest at a rate calculated on the basis of the Prime Rate, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer in the event the Company shall elect to exercise its option to prepay the principal installments of the Note and to cause the principal installments of this Bond to be redeemed prior to maturity as provided in Section 7.3 of the Agreement in the event of damage to or destruction of or condemnation of the Premises (as defined in the Bond Ordinance) or certain other events described therein. As a result of any such event, the principal installments of this Bond shall be subject to redemption prior to maturity on any date, as a whole, and not in part, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer in the event that any moneys remain in the Construction Fund referred to in the Bond Ordinance upon receipt by the Bank of a completion certificate pursuant to Section 3.4 of the Agreement (other than moneys withheld and used to pay costs of the Project, as set forth in Section 3.4 of the Agreement) or any moneys remain from any insurance proceeds or condemnation proceeds after the completion of the repair, rebuilding, restoration or acquisition of said Premises after certain events of damage to,

destruction of or condemnation of said Premises. In any such event, the principal installments of this Bond shall be subject to redemption prior to maturity on any date within ten (10) days of the receipt by the Bank of such completion certificate or of the completion of such repair, rebuilding, restoration or acquisition, in part in the inverse order of maturity of the principal installments thereof, at a redemption price of 100% of the principal installments hereof being redeemed and accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

The principal installments of the Bond are further subject to redemption prior to maturity by the Issuer at the option of the owner of this Bond on December 1, 1994, upon at least sixty (60) days' written notice from the owner of this Bond to the Issuer and the Company of its election to cause the principal installments of this Bond to be so redeemed. As a result of such event, the principal installments of this Bond are subject to redemption prior to maturity from funds derived from the prepayment of the principal installments of the Note by the Company pursuant to Section 7.5 of the Agreement, as a whole, and not in part, on the aforesaid date, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, together with any amounts due and owing under Section 7.7 of the Agreement.

Upon receipt by the Issuer and the Bank of at least five (5) days' prior written notice from the Company specifying a date for the prior redemption of the principal installments of this Bond (or a portion hereof), the Bank shall, to the extent that amounts are or become available therefor, apply such amounts on behalf of the Issuer to the redemption of the principal installments of this Bond (or a portion hereof) in accordance with the preceding paragraphs. The principal installments of this Bond (or a portion hereof), if designated for prior redemption, shall cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank on such date.

This Bond is transferable only as a whole by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bank but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a substitute fully registered Bond of the same series, the same outstanding maturities and interest rate, in the denomination of the unpaid principal amount hereof, dated as provided in the Bond Ordinance, will be issued to the transferee in exchange herefor. The Issuer and the Company may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal installments hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Company shall be affected by any notice to the contrary.

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 thereof, together with interest accrued thereon.

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.

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

It Is Hereby Certified, Recited and Declared that all acts, conditions and things required by the Act and the Constitution and the laws of the State 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, by its City Council, has caused this Bond to be signed on its behalf by the Mayor and attested manually by its City Clerk, and the official seal of the Issuer to be affixed hereto, all as of _____, 1984.

[Signature forms omitted for printing purposes.]

Schedule A

Payment Record

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

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

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

The Bank, as depository, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section 5, the Bank, as depository, shall deliver copies of such records to the Issuer and the Company.

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

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

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

The Agreement and the revenues and income thereof, including all moneys received under its terms and conditions and the Note therein authorized, are provided to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond hereby authorized when due, and are hereby pledged and ordered paid to the Bank on behalf of the Issuer as specified in Section 7 hereof. The agreement provides that the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Bank on behalf of the Issuer for application by the Bank to the payment of the principal installments of (whether at maturity, by acceleration, upon redemption prior to maturity or otherwise), premium, if any, and interest on the Bond, and such provision is hereby expressly approved.

Revenues.

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer, but are special, limited obligations secured by an assignment and pledge of the right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage (except certain expense and indemnification payments), pursuant to the Assignment, and shall be payable by the Issuer solely and only out of the revenues and income derived from the Agreement and the Note and as otherwise provided herein.

The Bank is authorized and directed to apply all amounts available for payment of the principal installments of, premium, if any, and interest on the Bond to the direct payment when due of the principal installments of (whether at maturity, by acceleration, upon redemption prior to maturity or otherwise), premium, if any, and interest on the Bond, including without limitation payments as follows: (a) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments made on the Note; (c) all prepayments of principal installments of the Note (or a portion thereof) as specified in Article VII of the Agreement; and (d) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement, the Note, the Mortgage or the Assignment which are required or are accompanied by directions that such moneys are to be applied to the payment of the principal installments of, premium, if any, and interest on the Bond.

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

Any amounts remaining in any fund or paid to the Bank under the Agreement, the Note, the Mortgage or the Assignment, after payment in full of the principal installments of, premium, if any, and interest on the Bond and the charges and expenses of the Bank shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement.

Assignment and Mortgage.

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all of its right, title and interest in and to, including without limitation its rights to all revenues and income derived by the Issuer pursuant to, the Agreement, the Note and the Mortgage (except any payment made pursuant to Section 4.2(b) of the Agreement, relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement, relating to indemnification of the Issuer by the Company, and Section 6.3 of the Agreement, relating to the obligation of the Company to pay attorneys' fees and expenses incurred by the Issuer upon a default thereunder) and all rights and remedies of the Issuer under the Agreement, the Note and the Mortgage to enforce payment thereof, and as evidence of such assignment, pledge and security interest.

Investments; Arbitrage.

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

As and when any amount invested pursuant to this Section 9, may be needed for disbursements, the Authorized Company Representative may direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

With respect to Section 103 of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Company will make certain certifications and representations with respect to Section 103 of the Code on the date of delivery of the Bond, which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the Bank and any other owner of the Bond that so long as any principal installment of, premium, if any, or interest on the Bond remains unpaid, the members of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103 of the Code and any regulations promulgated or proposed thereunder, including without limitation Section 1.103-13, Section 1.103-14 and Section 1.103-15 of the Income Tax Regulations (26 C.F.R., Part 1) as the same presently exist or may from time to time hereafter be amended, supplemented or revised, or without the meaning of any Federal legislation and any regulations promulgated or proposed pursuant thereto.

General Covenants.

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

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, the Bond, the Agreement, the Mortgage, the Assignment and the Bond Purchase Agreement, and in all proceedings of the members of the Issuer pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and the laws of the State of Illinois, including particularly and without limitation the Act, to issue the Bond authorized hereby and to assign and pledge the revenues and income hereby assigned and pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been or will, before delivery of the Bond, have been duly and effectively taken, and that the Bond, when issued and delivered to the Bank, will be a valid and enforceable special, limited obligation of the Issuer according to the true intent and meaning thereof.

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

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

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

Events of Default and Remedies.

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

(a) Default in the due and punctual payment of any interest on the Bond; provided, however, that the payment of less than the full amount of interest due on the Bond on any interest payment date shall not constitute an event of default hereunder if the amount of interest paid shall be the amount of interest which the Bank has advised the Issuer and the Company is the amount of interest estimated to be due on such interest payment date.

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

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

Upon the occurrence of an event of default hereunder and so long as such event of default is continuing, the Bank or any other owner of the Bond, by notice in writing delivered to the Company and the Issuer, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement and the Note from the Company shall become immediately due and payable as provided in Section 6.2 of the Agreement.

While any principal installment of, premium, if any, or interest on the Bond remains unpaid, the Issuer shall not exercise any of the remedies available upon an "Event of Default" specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank or any other owner of the Bond.

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

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

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

All moneys received pursuant to any right given or action taken under the provisions of this Section 11 or under the provisions of Article VI of the Agreement (after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer or the Bank or any other

owner of the Bond) or under the Assignment or the Mortgage, and all moneys in the Construction Fund at the time of the occurrence of an event of default hereunder, shall be paid to the Bank on behalf of the Issuer, and shall be applied to the payment of the principal installments, premium, if any, and interest due and unpaid upon the Bond to the person or persons entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section 11, such moneys shall be applied to the payment of the principal installments of, premium, if any, or interest on the Bond upon payment of such moneys to the Bank.

Whenever all principal installments of, premium, if any, and interest on the Bond have been paid under the provisions of this Section 11 and all expenses of the Bank and the Issuer have been paid, any amounts paid to the Bank and not so applied shall be paid to the Company pursuant to Section 9.5 of the Agreement.

The Bank (or any other owner of the Bond) may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of acceleration of principal, and in cases of any such waiver or rescission, or in case any proceeding taken by the Bank on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Company, the Bank and any other owner of the Bond shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other event of default hereunder, or impair any right consequent thereon.

With regard to any default concerning which notice is given to the Company under the provisions of this Section 11, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bond: Execution of Documents.

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$5,000,000 and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council, is hereby approved and the Bond Purchase Agreement in substantially the form which has been presented to this City Council is hereby in all respects authorized, approved and confirmed.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized, empowered and directed to attest the same and to affix the official seal of the Issuer thereto, and the Mayor and the City Clerk are hereby authorized, empowered and directed to deliver the Bond Purchase Agreement, such Bond Purchase Agreement to be in substantially the same form as presented to and approved by the members of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of a Bond Purchase Agreement presented to and approved by the members of the Issuer.

(b) The Agreement, the Mortgage and the Assignment in substantially the form in which the same have been presented to this City Council are hereby approved by such members, and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized, empowered and directed to execute the Agreement, the Mortgage and the Assignment for and on behalf of the Issuer, which execution shall evidence his approval of the plan of financing and the City Clerk is hereby authorized, empowered and directed to attest the same and to affix the official seal of the Issuer thereto, and the Mayor and City Clerk are hereby authorized, empowered and directed to deliver the Agreement, the Mortgage and the Assignment, such Agreement, Mortgage and Assignment to be in substantially the same form as presented to and approved by this City Council, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement, Mortgage and Assignment presented to and approved by the members of the Issuer.

Performance Provisions.

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

Notices.

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at P.O. Box 755, 111 West Monroe Street, Chicago, Illinois 60690, Attention: Scott B. McCallum; and if to the Company at 4850 South Kilbourn, Chicago, Illinois 60632, Attention: T. Barry Horne.

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

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

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

Satisfaction and Discharge.

SECTION 16. All rights and obligations of the Issuer and the Company under the Bond, this Ordinance, the Agreement, the Note, the Mortgage, the Assignment and the Bond Purchase Agreement shall terminate and such instruments shall cease to be of further effect, and the Bank or any other owner of the Bond shall surrender the Bond, cancel the Bond, deliver the cancelled Bond to the Issuer, deliver a copy of the cancelled Bond to the Company and assign and deliver to the Company any moneys required to be paid to the Company under Section 7 hereof when:

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

Severability.

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

Captions.

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

SECTION 19. This ordinance shall be in full force and effect immediately upon its passage.

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

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION FOR
RESIDENTIAL PROJECT LOCATED AT 3800-
3900 SOUTH MARTIN LUTHER
KING DRIVE.

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

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

WHEREAS, Pioneer Village, Incorporated has proposed to construct and develop a mixed use commercial/residential high rise building consisting of approximately 121,840 square feet of commercial space; an approximately 17,000 square foot community activities center; and 200 units of rental housing, located at 3800-3900 South Martin Luther King Drive, Chicago, Illinois; and

WHEREAS, The proposed project is expected to create 218 construction jobs, and 217 new permanent jobs; and

WHEREAS, The City of Chicago through its Department of Planning desires to apply for an Urban Development Action Grant in the amount of \$4,800,000, to be used along with private funds in the amount of \$17,824,000, and a \$750,000 loan of City of Chicago C.D.B.G. funds to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in the amount of \$4,800,000 for partial funding of the Pioneer Village III Project.

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

SECTION 3. In the event the application is approved, the Commissioner of Housing is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Pioneer Village III Project.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42..

Nays -- None.

EXECUTION OF MEMORANDUM OF AGREEMENT AUTHORIZED WITH
TWENTY-ONE WEST ELM STREET ASSOCIATES FOR
CONDITIONAL APPROVAL OF ISSUANCE OF
REVENUE BONDS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the execution of a memorandum of agreement with Twenty-One West Elm Street Associates, for the conditional approval of the issuance of revenue bonds to finance the acquisition, construction and equipping of a residential housing facility on the southeast corner of Dearborn and Elm Streets in the amount of \$31,000,000.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone --40.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

Aldermen Hagopian and Frost were 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, Cook County, Illinois (the "City"), is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

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

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

WHEREAS, Twenty-One W. Elm Street Associates, a limited partnership (the "Partnership"), the general partner of which is Burnham Wells I, an Illinois limited partnership of which Peter E. Gidwitz and Ralph W. Gidwitz are the general partners,

wishes to secure financing for the acquisition, construction and equipping of a residential rental housing facility to be located on the Southeast Corner of Dearborn and Elm Streets at Twenty-One W. Elm Street (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such Project; and

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

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

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

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

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

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount of approximately \$31,000,000 for the aforementioned purpose.

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

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

Memorandum of Agreement attached to this ordinance reads as follows:

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and Twenty-one W. Elm Street Associates, an Illinois limited partnership to be formed (the "Partnership"), the general partner of which is Burnham Wells I, an Illinois limited partnership of which Peter E. Gidwitz and Ralph W. Gidwitz are the general partners.

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

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

(b) It is proposed that the Partnership acquire, construct and equip a residential housing project located on the southeast corner of Elm and Dearborn Streets at 21 West Elm Street (the "Project"). After completion of construction the Project will provide approximately 276 residential rental dwelling units, together with some commercial space. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership or a joint venture consisting of the Partnership and an institutional lender yet to be named will be the sole beneficiary. The undersigned on behalf of the Partnership wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount of approximately \$31,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

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

(e) The revenue Bonds to be issued by the City shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision, and such fact shall be plainly stated on the face of each of said Bonds. No holder or owner of any of said Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay said Bonds or the interest thereon. The principal of, premium, if any, and interest on said Bonds to be issued to finance the cost of the Project shall be secured by a pledge to a trustee acting under an indenture of trust for the benefit of the holders of said revenue Bonds, or by a pledge directly to the holders and owners of said Bonds, of the revenues and income to be derived by the City from the Project; and may be further secured by a mortgage on the Project.

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

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

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

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership or the Owner or the Project Lender upon such loan and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds), payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

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

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

(b) The Partnership will take all actions which may be necessary in order for the City to market, sell and deliver the Bonds in a manner which will enable the Partnership to secure a Mortgage Loan at an interest rate not to exceed 10% or such higher rate as may be acceptable to the Partnership and the City, both during construction and as the permanent loan rate. Such stated rate of interest shall not include the amounts necessary to provide for payment of costs in connection with the Mortgage Loan, including administrative expenses of the City, trustee's fees and expenses and servicing fees of a mortgage servicer mutually acceptable to the Partnership and the City, which costs shall be paid by the Partnership in addition to the interest on the Mortgage Loan. Without limiting the generality of the foregoing, the undersigned on behalf of the Partnership agrees to (i) obtain other security for the Mortgage Loan sufficient in nature for the City to market, sell and deliver the Bonds and the Partnership to achieve the desired interest rate on the Mortgage Loan; (ii) take such actions as may be necessary to obtain at least a AA rating for the Bonds from a nationally recognized rating agency; and (iii) pay costs, fees, expenses, underwriting and bond discounts and such other payments and/or deposits (in an aggregate amount not to exceed 10% of the Mortgage Loan, including any financing fees permitted to be paid from Mortgage Loan proceeds) as the City shall determine to be necessary to market and sell the Bonds and achieve the desired interest rate on the Mortgage Loan.

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

(e) That during the period beginning on the date of the sale and delivery of the bonds by the City to the purchasers thereof and continuing for at least the period required by Section 103(b) (4) (A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Partnership located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

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

4. City Financing Fee.

The City requires that developers who receive below-market rate financing for multi-unit rental project developments pay certain developer fees to meet City administrative and monitoring costs, and as a contribution to the Chicago Housing Development Fund (for financing of housing for low and moderate income facilities). Such fees shall be 1% of the first \$10 Million of bonds issued, plus .4% for the next \$10 Million of Bonds and .2% of the remaining amount of Bonds, and such fee shall be payable when the Bonds are issued, provided that a portion of such fee in the amount of \$25,000 shall be payable upon execution of this Agreement. In addition, the City will charge and the Partnership will pay an annual fee equal to .05% of the outstanding principal amount of the Bonds. All such fees are subject to such adjustment as may be necessary to maintain the tax exempt nature of interest paid on the Bonds under the "arbitrage regulations" of the Internal Revenue Code of 1954, as amended.

5. Successors and Assigns.

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

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this _____ day of _____, 1984.

[Signature forms omitted for printing purposes].

URBAN DEVELOPMENT ACTION GRANT APPLICATION AMENDED
FOR ASHLAND/WELLINGTON PROJECT.

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

WHEREAS, The City Council of the City of Chicago on October 31, 1984 passed an ordinance authorizing the submission of an application to the U.S. Department of Housing and Urban Development for an Urban Development Action Grant in the amount of \$1,000,000 to assist in the development of a retail shopping center known as the Ashland/Wellington Project; and

WHEREAS, The scope of the Project is being expanded by approximately 25,000 square feet for a total Project cost increase from \$4,700,000 to approximately \$7,000,000; and

WHEREAS, The City desires to increase the U.D.A.G. portion of the Project from \$1,000,000 to \$1,250,000; now, therefore,

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

SECTION 1. The ordinance of October 31, 1984 is hereby amended as follows:

a. The words "and the David and Eugene Mondry, a Limited Partnership" are added after the word "Corporation" on line 1 of the second Whereas.

b. "46,140" on line 2 of the second Whereas is deleted, and "72,000" is substituted in lieu thereof.

c. "112" on line 2 of the third Whereas is deleted and "172" is substituted in lieu thereof.

d. The words "One Million Dollars (\$1,000,000.00)" are deleted wherever they appear and "\$1,250,000.00" is substituted in lieu thereof.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

SUBMISSION OF URBAN DEVELOPMENT ACTION GRANT
APPLICATION AUTHORIZED FOR CONSTRUCTION OF
CONNORS PARK HOTEL DEVELOPMENT PROJECT.

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

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

WHEREAS, The Connors Park Joint Venture has proposed to construct a twenty-two story hotel complex, located at Wabash Avenue and Chestnut Street, in Chicago, Illinois; and

WHEREAS, The proposed project is expected to create 450 new permanent jobs; and

WHEREAS, The City of Chicago through its Department of Planning desires to apply for an Urban Development Action Grant in the amount of \$3,500,000, to be used along with private funds in the amount of \$38,500,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, and application for an Urban Development Action Grant in the amount of \$3,500,000 for partial funding of the Connors Park Hotel Development Project.

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

SECTION 3. In the event the application is approved, the Commissioner of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Connors Park Hotel Development Project.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 42.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

SUBMISSION OF URBAN DEVELOPMENT ACTION GRANT
APPLICATION AUTHORIZED FOR CONSTRUCTION OF
DEARBORN PARK SOUTH NEIGHBORHOOD
PROJECT.

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

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

WHEREAS, The Dearborn Park Corporation has proposed to construct water infrastructure improvements, and a commercial/residential development, located at Roosevelt Road and State Street, in Chicago, Illinois; and

WHEREAS, The proposed project is expected to create 120 new permanent jobs; and

WHEREAS, The City of Chicago through its Department of Planning desires to apply for an Urban Development Action Grant in the amount of \$1,200,000, to be used along with private funds in the amount of \$123,000,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in the amount of \$1,200,000 for partial funding of the Dearborn Park South Neighborhood Development Project.

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

SECTION 3. In the event the application is approved, the Commissioner of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Dearborn Park South Neighborhood Development Project.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

SUBMISSION OF URBAN DEVELOPMENT ACTION GRANT
APPLICATION AUTHORIZED FOR CONSTRUCTION OF
PROJECT BY GOODWILL INDUSTRIES.

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

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

WHEREAS, Goodwill Industries of Chicago and Cook County has proposed to acquire and rehabilitate a structure, located at 215 North Des Plaines, Chicago, Illinois; and

WHEREAS, The proposed project is expected to create 27 new permanent jobs; and

WHEREAS, The City of Chicago through its Department of Planning desires to apply for an Urban Development Action Grant in the amount of \$295,000, to be used along with private funds in the amount of \$1,180,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in the amount of \$295,000 for partial funding of the Goodwill Industries Expansion Project.

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

SECTION 3. In the event the application is approved, the Commissioner of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Goodwill Industries Expansion Project.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR DECLARATION OF PREVAILING
WAGE RATES TO BE PAID BY CONTRACTORS
ON PUBLIC WORKS PROJECTS.

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

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

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

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

SECTION 1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works

coming under the jurisdiction of the City of Chicago is hereby ascertained to be the same as the prevailing rate of wages for construction work in Cook County as determined by the Department of Labor of the State of Illinois, a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2. When the Department of Labor of the State of Illinois determines a prevailing rate of wages for construction work in Cook County for any periods of time after June 30, 1985, the expiration date of the determination herein, said determinations of the Department of Labor of the State of Illinois shall be the determinations of the City of Chicago for said periods of time without further approval.

SECTION 3. Where a determination of the prevailing rate of wages in Cook County other than as approved herein is required by the funding agency to be utilized on certain City of Chicago public works projects and a conflict exists between wage rates in the two determinations, the higher rate of wage shall be the City of Chicago's prevailing rate of wage in any and all of such conflicts and shall apply to the aforesaid public works projects.

SECTION 4. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Chicago to the extent required by the aforesaid Act.

SECTION 5. The Purchasing Agent shall keep available for inspection by any interested party in his office this determination of such prevailing rate of wage.

SECTION 6. The Purchasing Agent shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employers who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 7. The City Clerk shall promptly file a certified copy of this ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

SECTION 8. The Purchasing Agent shall cause to be published in the City's official newspaper a notice setting forth that the City Council of the City of Chicago has adopted a determination of prevailing wage rates to be paid on all City of Chicago public works projects effective immediately and that a copy of said determination will be either hand delivered or mailed to all interested parties making written request therefor to said Purchasing Agent.

SECTION 9. This ordinance shall be in force and effect from and after its passage.

[Prevailing Wages are printed on pages 11162 thru 11167 of this Journal.]

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

(Continued on page 11168)

EXPLANATION OF OPERATING ENGINEERS CLASSES - HEAVY AND HIGHWAY CONSTRUCTION

Jurisdiction in Cook, DuPage, Will, Kendall, Grundy, Kane, Kankakee, Lake, McHenry, Winnebago, Boone, Stephenson, Carroll, Jo Daviess, Lee, Whiteside, DeKalb and Ogle Counties. Also LaSalle, Livingston and part of Bureau and Putnam.

- Class 1.** Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Spreader; Autograder; Belt Loader; Caisson-Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all Attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Locomotive, All; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram (Requires frequent lubrication and water); Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping form (Tunnel); Tractor Drawn Belt Loader; Tractor with Boom; Tractor-aire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).
- Class 2.** Batch Plant; Bituminous Mixer; Bobcats (over 3/4 cu. yd.); Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or Similar Type); Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size) (Add \$1.00 to Class II Hourly rate for each hour and for each machine attached thereto, Add \$1.00 to Class II hourly rate for each hour); Tank car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc. Tug Boats.
- Class 3.** Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete

Class 3 (Continued)

-2-

Power Driven; Pug Mills; Rollers, other than asphalt;
Seed and Straw Blower; Steam Generators; Stump Machine;
Winch Trucks with "A" Frame; Work Boats; Tamper - Form-
Motor Driven.

Class 4. Air Compressor - Small - 170 and under (1 to 5 not to exceed a total of 300 ft.); Air Compressor - Large - over 170;
Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50kw and Under; Generators - Large over 50kw; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving or Extracting); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tract-aire; Welding Machines (2 through 5); Winches, 4 small electric winches; Bobcats (up to and including 3.4 cu. yd.).

Class 5. Oilers.

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EXPLANATION OF OPERATING ENGINEERS CLASSES - BUILDING CONSTRUCTION

Jurisdiction in Cook, DuPage, Will, Kendall, Grundy, Kane, Kankakee, Lake, McHenry, Winnebago, Boone, Stephenson, Carroll, Jo Daviess, Lee, Whiteside, DeKalb and Ogle Counties. Also LaSalle, Livingston and part of Bureau and Putnam.

- Class 1. Assistant Craft Foreman; Craft Foreman; Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Batch Plant; Benoto (Requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Pump (Truck Mounted); Concrete Tower, Cranes, All, Cranes, Hammerhead, Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2½ yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes; Squeeze Cretes-screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Book and Side Boom; Trenching Machines.
- Class 2. Bobcat (over ¾ cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Grease Engine; Highlift Shovels or Front Endloaders under 2½ yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.
- Class 3. Air Compressor - Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hoists, Inside Elevators - Push Button with Automatic Doors; Hydraulic Power Units (Pile Driving and Extracting); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including ¾ cu. yd.); Brick Forklift, servicing less than ten (10) brick-layers except when unloading material or doing industrial work.
- Class 4. Hoists, Inside Elevators, Push Button with Automatic Doors; Oilers.

EXPLANATION OF TRUCK DRIVERS CLASSES - BUILDING, HEAVY AND HIGHWAY
CONSTRUCTION

Jurisdiction in all of Grundy, Kendall, Livingston, Will, DeKalb, Kane and DuPage Counties and part of Lake, McHenry, Lee, Ogle, Cook, Ford, McLean and Woodford Counties, and all of Iroquois and Kankakee Counties.

- Class 1. A. Frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, 2-man operation; Slurry Trucks, Conveyor Operated - 2 or 3-man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Dispatcher; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles.
- Class 3. Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or Turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards. Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long: additional 50¢ per hour; Slurry Trucks, 1-man operation; Winch Trucks, 3 axles or more; Mechanic - Truck Welder and Truck Painter.
- Class 4. Asphalt Plant Operators in areas where it has been past practice Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

ILLINOIS DEPARTMENT OF LABOR
CONCILIATION AND MEDIATION SERVICE
PREVAILING WAGES FOR CONSTRUCTION TRADES

PAGE 1
COOK
8/16/84

THESE PREVAILING WAGES SHALL BE INCLUDED IN THE ADVERTISED SPECIFICATIONS FOR EVERY CONTRACT TO WHICH ANY PUBLIC BODY, AS DEFINED IN CHAPTER 48, SECTION 395-2, ILL. REV. STAT., IS A PARTY. FOR CONSTRUCTION, RECONSTRUCTION AND/OR REPAIR, INCLUDING PAINTING, REDECORATING AND LANDSCAPING OF PUBLIC BUILDINGS OR PUBLIC WORKS WITHIN THE STATE OF ILLINOIS WHICH REQUIRES OR INVOLVES THE EMPLOYMENT OF MECHANICS AND/OR LABORERS. MINIMUM WAGES, OVERTIME RATE AND FRINGE BENEFITS CERTIFIED HEREIN SHALL BE PAID AND THE SCALE OF WAGES TO BE PAID SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF WORK. THIS DETERMINATION IS THE PROPERTY OF THE ILLINOIS DEPARTMENT OF LABOR AND SHALL NOT BE ALTERED WITHOUT THEIR CONSENT IN WRITING.

RATES FOR THE COUNTY OF COOK

, EFFECTIVE AS OF 8/16/84

NAME OF TRADE	RG	TYP	C	HOURLY	RATES	WKLY	OVERTIME RATE	HRLY	FRINGE RATES	
				L		HRS				
			S	BASIC	FORMN		WKDY/SA/SU-HL	WELFR	PENSN	VACTN
ASBESTOS WRKRS	BLD			18.000	19.000	40.0	2.0 2.0 2.0	1.575	1.645	.000
BOILERMAKERS	BLD			18.400	19.400	40.0	2.0 2.0 2.0	1.600	2.000	.000
BRICKLAYERS	BLD			16.860	17.860	40.0	1.5 1.5 2.0	1.750	1.100	.000
CLNRS,CKRS,PNTS	BLD			17.010	18.010	40.0	1.5 1.5 2.0	2.150	1.150	.000
CARPENTERS	BLD			16.500	17.500	40.0	1.5 1.5 2.0	2.580	1.080	.000
CARPENTERS	HWY			16.500	17.500	40.0	1.5 1.5 2.0	2.580	1.080	.000
CARPENTERS	RES			16.000	17.000	40.0	1.5 1.5 2.0	2.580	1.080	.000
CEMENT MASONS	BLD			15.750	16.500	40.0	2.0 2.0 2.0	3.150	1.650	.000
CEMENT MASONS	HWY			15.750	16.500	40.0	2.0 2.0 2.0	3.150	1.650	.000
ELECTRICIANS	BLD			18.350	19.350	40.0	1.5 1.5 2.0	1.970	.510	.000
				* PENSN-3% OF GROSS MTHLY LABOR PAYROLL						
ELECTRICIANS	W	BLD		18.350	20.190	40.0	1.5 1.5 2.0	1.001	1.840	.000
				* PENSN-3% OF GROSS MTHLY LABOR PAYROLL						
ELVTR CNSTRCTRS	BLD			18.660	20.990	40.0	2.0 2.0 2.0	1.645	1.270	.000
GLAZIERS	BLD			16.300	17.050	40.0	1.5 2.0 2.0	1.380	1.570	.000
FENCE ERECTORS	ALL			11.840	12.840	40.0	2.0 2.0 2.0	2.200	1.570	.000
MACHINERY MVRs	BLD			14.405	15.405	40.0	2.0 2.0 2.0	1.920	2.850	.000
ORN IRON WRKRS	ALL			17.100	17.850	40.0	2.0 2.0 2.0	2.200	1.570	.000
STEEL ERECTORS	ALL			17.680	18.680	40.0	2.0 2.0 2.0	2.340	1.820	.000
LABORERS	BLD			13.650	14.150	40.0	1.5 1.5 2.0	1.320	1.300	.000
LABORERS	HWY			13.650	14.150	40.0	1.5 1.5 2.0	1.320	1.300	.000
MACHINISTS	BLD			17.650	18.650	40.0	2.0 2.0 2.0	1.540	.900	.000
OPER. ENGINEERS	BLD	1		18.400	18.900	40.0	2.0 2.0 2.0	2.100	1.900	1.150
OPER. ENGINEERS	BLD	2		17.100	17.600	40.0	2.0 2.0 2.0	2.100	1.900	1.150
OPER. ENGINEERS	BLD	3		15.450	15.950	40.0	2.0 2.0 2.0	2.100	1.900	1.150
OPER. ENGINEERS	BLD	4		13.700	14.200	40.0	2.0 2.0 2.0	2.100	1.900	1.150
OPER. ENGINEERS	HWY	1		18.050	18.550	40.0	1.5 1.5 2.0	2.100	1.900	1.150
OPER. ENGINEERS	HWY	2		17.500	18.000	40.0	1.5 1.5 2.0	2.100	1.900	1.150
OPER. ENGINEERS	HWY	3		16.350	16.850	40.0	1.5 1.5 2.0	2.100	1.900	1.150
OPER. ENGINEERS	HWY	4		14.950	15.450	40.0	1.5 1.5 2.0	2.100	1.900	1.150
OPER. ENGINEERS	HWY	5		13.750	14.250	40.0	1.5 1.5 2.0	2.100	1.900	1.150
WELL DRILLERS	ALL	1		15.850		40.0	1.5 1.5 2.0	1.450	1.350	.000
WELL DRILLERS	ALL	2		14.650		40.0	1.5 1.5 2.0	1.450	1.350	.000
PAINTERS	BLD			15.000		40.0	1.5 1.5 1.5	1.600	.750	.000
				* HRLY FORE RATE/1 HR EXTRA PAY PER DAY						
PAINTERS (SIGN)	BLD			13.140		40.0	1.5 1.5 2.0	1.050	.700	.000
				* FORE-\$2.00 DAY OVER REG COMP.						
PIPEFITTERS	BLD			18.000	19.000	40.0	1.5 2.0 2.0	1.850	1.700	.000
PLUMBERS	BLD			17.250	18.250	40.0	1.5 1.5 2.0	1.900	1.400	.000
PLUMBERS - TECH	BLD			17.000	18.000	40.0	1.5 1.5 2.0	1.600	.700	.000
PLASTERERS	BLD			15.950	16.450	40.0	1.5 1.5 2.0	1.800	1.200	.000
SPRINKLR FITTRS	BLD			16.670	16.920	40.0	2.0 2.0 2.0	1.550	1.600	.000
ROOFERS COMP.	BLD			17.000	18.000	40.0	1.5 1.5 2.0	1.700	1.260	.000
SHEETMTL WRKRS	BLD			16.800	17.650	40.0	1.5 1.5 2.0	2.160	1.500	.000
SIGN HANGERS	BLD			13.760	14.010	40.0	2.0 1.5 2.0	1.150	.940	.000
STONE WORKERS	BLD			16.860	17.860	40.0	1.5 1.5 2.0	1.750	1.100	.000
TILE LAYERS	BLD			15.660	17.160	40.0	2.0 1.5 2.0	1.500	1.320	.000
TILE FINISHERS	BLD			14.000		40.0	1.5 1.5 2.0	1.500	.830	.000
TRUCK DRIVERS	ALL	1		15.175		40.0	1.5 1.5 2.0	.000	.000	.000
				* WELFR \$62 PMK/PENSN \$53. 1/1/85 \$55.						
TRUCK DRIVERS	ALL	2		15.425		40.0	1.5 1.5 2.0	.000	.000	.000

11/28/84

REPORTS OF COMMITTEES

11167

ILLINOIS DEPARTMENT OF LABOR
CONCILIATION AND MEDIATION SERVICE
PREVAILING WAGES FOR CONSTRUCTION TRADES

PAGE 2
COOK
8/16/84

THESE PREVAILING WAGES SHALL BE INCLUDED IN THE ADVERTISED SPECIFICATIONS FOR EVERY CONTRACT TO WHICH ANY PUBLIC BODY, AS DEFINED IN CHAPTER 48, SECTION 39S-2 ILL. REV. STAT., IS A PARTY. FOR CONSTRUCTION, RECONSTRUCTION AND/OR REPAIR, INCLUDING PAINTING, REDECORATING AND LANDSCAPING OF PUBLIC BUILDINGS OR PUBLIC WORKS WITHIN THE STATE OF ILLINOIS WHICH REQUIRES OR INVOLVES THE EMPLOYMENT OF MECHANICS AND/OR LABORERS. MINIMUM WAGES, OVERTIME RATE AND FRINGE BENEFITS CERTIFIED HEREIN SHALL BE PAID AND THE SCALE OF WAGES TO BE PAID SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF WORK. THIS DETERMINATION IS THE PROPERTY OF THE ILLINOIS DEPARTMENT OF LABOR AND SHALL NOT BE ALTERED WITHOUT THEIR CONSENT IN WRITING.

RATES FOR THE COUNTY OF COOK , EFFECTIVE AS OF 8/16/84

NAME OF TRADE	RG	TYP	C	HOURLY L1 S1	RATES FORMN	WKLY HRS	OVERTIME RATE WKDY/\$A/SU-HL	HRLY FRINGE RATES WELFR PENSNS VACTN
				* WELFR	\$62.00	PWK/PENSNS	\$53. 1/1/85	\$55. -
TRUCK DRIVERS	ALL	3	1	15.150		40.0	1.5 1.5 2.0	2.400 .000 .000
TRUCK DRIVERS	ALL	4	1	15.350		40.0	1.5 1.5 2.0	2.400 .000 .000
TRUCK DRIVERS	W	ALL	1	15.700		40.0	1.5 1.5 2.0	.000 .000 .000
				* WELFR	\$63.	PWK/PENSNS	\$53. PWK/1/85-	\$55.
TRUCK DRIVERS	W	ALL	2	15.850		40.0	1.5 1.5 2.0	.000 .000 .000
				* WELFR	\$63.	PWK/PENSNS	\$53. PWK/1/85-	\$55.
TRUCK DRIVERS	W	ALL	3	16.050		40.0	1.5 1.5 2.0	.000 .000 .000
				* WELFR	\$63.	PWK/PENSNS	\$53. PWK/1/85-	\$55.
TRUCK DRIVERS	W	ALL	4	16.250		40.0	1.5 1.5 2.0	.000 .000 .000
				* WELFR	\$63.	PWK/PENSNS	\$53. PWK/1/85-	\$55.
TRUCKRS-BLD.MAT	ALL	1	1	14.775		40.0	1.5 1.5 2.0	.000 .000 .000
				* WELFR	\$44.00	PWK/ PENSNS	\$53.00 PWK	
TRUCKRS-BLD.MAT	ALL	2	1	15.025		40.0	1.5 1.5 2.0	.000 .000 .000
				* WELFR	\$44.00	PWK/ PENSNS	\$53.00 PWK	
TRUCKRS-BLD.MAT	ALL	3	1	15.225		40.0	1.5 1.5 2.0	.000 .000 .000
				* WELFR	\$44.00	PWK/ PENSNS	\$53.00 PWK	
TRUCKRS-BLD.MAT	ALL	4	1	15.425		40.0	1.5 1.5 2.0	.000 .000 .000
				* WELFR	\$44.00	PWK/ PENSNS	\$53.00 PWK	

(Continued from page 11161)

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED TO EXECUTE CITY/STATE PROJECT
AGREEMENT CONCERNING IMPROVEMENT OF WEST
PLAZA OF 23RD STREET VIADUCT AT DR.
MARTIN LUTHER KING JR. DRIVE.

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

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 the West Plaza of the 23rd Street Viaduct at Dr. Martin Luther King Jr. Drive described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the West Plaza of the 23rd Street Viaduct, 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 nonessential 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 will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance 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 partial reconstruction of the west plaza of the 23rd Street Viaduct at Dr. Martin Luther King Jr. Drive, and roadway, sidewalk, retaining wall and incidental work in King Drive between Cermak Road and 25th Street.

The existing deck will be replaced and existing structural steel members will be replaced or strengthened as necessary in order to provide desired capacity. The pavement at King Drive will be repaired, reconstructed, resurfaced or widened as necessary. Vaulted areas under the sidewalks of the north approach will be eliminated by earth fill and new perimeter retaining walls. Top portions of the existing substructure backwalls and enclosure walls will be rebuilt to incorporate sealed expansion joints. Existing stairways between the plaza level and the lower street and parking level will be replaced.

This project will also include replacement of approach sidewalks and modernization of traffic signals on the plaza; installation of safety railings, drainage structures and new street lighting; concrete beam seat repairs; structure painting; and landscaping. All other appurtenances necessary to complete this project will also be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$4,750,000
Force Account Construction	380,000
Construction Engineering/Supervision	513,000
TOTAL	\$5,643,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX)	
(85% of \$5,643,000)	\$4,796,550
Non-Federal Share (State)	
(15% of \$5,643,000)	846,450
TOTAL	\$5,643,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$931,095, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void 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.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED TO EXECUTE CITY/STATE PROJECT
AGREEMENT FOR IMPROVEMENT OF
VARIOUS INTERSECTIONS.

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 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 the intersections of Damen Avenue with Roosevelt Road, Damen Avenue with 18th Street, Damen Avenue with Cermak Road and Damen Avenue with Blue Island Avenue, described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 19_____, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Damen Avenue, hereinafter referred to as the "Project" and further described in Paragraph 12 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required; and

Whereas, the City shall enter into a separate Agreement with the Burlington Northern Railroad Company for track and crossing improvements.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Federal Share and Non-Federal (State) share of the costs incurred in connection with the right-of-way acquisition, construction engineering/supervision, force account construction, railroad force account construction 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 require Federal Highway Administration review, approval or other actions.

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. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this Project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Title II and III requirements of the aforesaid Act.
5. Upon approval from the State, to let and award the contract for the Project, and to provide or cause to be provided, all railroad force account construction and construction engineering/supervision in accordance with established procedures of the City, the State and the Federal Highway Administration.
6. To finance the work pending progressive reimbursement by the State of the Federal share and Non-Federal (State) share of costs and to prepare a complete and accurate breakdown of costs of said Project financed by the City.
7. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
8. That failure on the part of the City to fulfill its responsibilities as assigned in Paragraphs 7 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.

9. 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 of the parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

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 prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
12. That said Project generally consists of improvement of the intersections of Damen Avenue with Roosevelt Road, with 18th Street, with Cermak Road and with Blue Island Avenue, as well as the improvement of the railroad grade crossing on Damen Avenue just south of Blue Island Avenue. (Right-of-way will be purchased where necessary to permit the improvements to be made.)

At the intersections of Damen Avenue with Roosevelt Road, with Cermak Road and with Blue Island Avenue, the project will include throat widening; excavation; removal and replacement of curbs, gutters, sidewalks and wearing surface courses; construction of sidewalk ramps for the handicapped; adjustment of driveways, alleys, storm sewer drainage structures and other utility structures; traffic signal modernization; installation of pavement markings and signing; and lighting system relocation.

At the intersection of Damen Avenue and 18th Street, the improvement will consist of traffic signal modernization only.

The railroad grade crossing will be improved by the reconstruction and rubberization of two tracks through the roadway and the removal of a third track.

All other appurtenances necessary to complete the project will also be provided at all four intersections as well as at the railroad grade crossing.

13. 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.
14. That the cost estimates of the projects covered and described by this Agreement are as follows:

(1)	Contract Construction	\$500,000
(1)	Force Account Construction	380,000
(1)	Construction Engineering/Supervision	88,000
(2)	Railroad Force Account	200,000
(2)	Railroad Construction Supervision	20,000
(3)	Right-of-Way Acquisition	12,000
	Total:	\$1,200,000
(1)	IX-5000(350)	

- (2) IX-5000(612)
- (3) IX-5000(696)

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (IX)	
(85% of \$1,200,000)	\$1,020,000
Non-Federal (State) Share	
(15% of \$1,200,000)	180,000
Total:	\$1,200,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal (State) Share) shall be limited to a maximum of \$198,000, with any Non-Federal Share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

- 15. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
- 16. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
- 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.
- 18. 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 14.

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.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR EXPENDITURE OF MOTOR FUEL TAX
FUNDS FOR RECONSTRUCTION OF PARCEL OF LAND
LOCATED AT 51st STREET, ARCHER AVENUE
AND KOSTNER AVENUE.

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. Authority is hereby given to the Commissioner of Public Works to provide for the reconstruction of a triangular parcel of land as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allocated to the City of Chicago:

Triangular Parcel of Land	Estimated Cost
W. 51st Street, South Archer Avenue and South Kostner Avenue (4400 West)	\$150,000

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principals with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District No. 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in 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, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMIT TO
NORTHWESTERN MEMORIAL HOSPITAL.

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, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Northwestern Memorial Hospital for renovating the 2nd and 3rd floors on the premises known as Number 212 East Superior 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.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL, AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance to which had been referred on November 14, 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 Number and Type of Inspection	Amount
Augustana Hospital (sundry locations)	B4-400258	\$69.00
	B4-400302	46.00
	(Inst.)	
Lutheran School of Theology 5727 South University Avenue	B4-400058 (Inst.)	34.50
Norwood Park Home 6016 North Nina Avenue	A1-409471	138.00
	(Elev.)	
	Number 1 Fire Box Boiler.	30.00
St. Anne's Hospital 4950 West Thomas Street	B4-400159	46.00
	B4-400160	57.50
	(Inst.)	
St. Elizabeth Hospital 1431 North Claremont Avenue	B4-400050 (Inst.)	138.00
St. Joseph Home for the Aged 2650 North Ridgeway Avenue	Special Department Boiler Inspection.	30.00

Name and Address	Warrant Number and Type of Inspection	Amount
St. Joseph Hospital 2900 North Lake Shore Drive	B4-400555 (Inst.)	23.00
St. Mary of Nazareth Hospital Center 2259 West Division Street	B4-400284 B4-400285 (Inst.)	23.00 34.50
University of Chicago (sundry locations)	B4-400024 B4-400059 B4-400057 B4-400236 B4-400237 B4-400238 B4-400239 B4-400300 (Inst.)	34.50 34.50 57.50 34.50 34.50 34.50 34.50 34.50

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE FEE
FOR SPECIAL POLICEMEN EMPLOYED AT MERCY HOSPITAL
MEDICAL CENTER.

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. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the license fee for thirty-five (35) special police employed by the following charitable institution is \$10.00 per license for the years 1984-85:

Mercy Hospital Medical Center
Stevenson Expressway at King Drive.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHTS
AT 1844 WEST GRACE STREET.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of two alley lights along side of 1844 W. Grace Street to a point 150 feet north thereof.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO REFUND
VARIOUS FEES TO UNIVERSITY OF CHICAGO AND
COLUMBUS HOSPITAL.

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

University of Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5,554.20 to the University of Chicago, General Contractor, Gilbane Building

Company, representing payment of fees for Parking Garage, permit numbers 982665 (Canopy), 585438R (Caisson), 587808 (Foundation). Fees for Hospital, permit numbers 582766 (Canopy), 587417 (Caisson), 591486 (Foundation), 1017248B (Sheeting and Tie Backs).

Columbus Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$2,520.00 to Columbus Hospital, 2520 N. Lakeview Avenue, representing payment of hospital license fee for the year 1984 (receipt attached hereto).

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

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 vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular Orders printed on pages 11183 thru 11184 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party Order printed on page 11185 of this Journal.]

Action Deferred -- SUBMISSION OF URBAN DEVELOPMENT
ACTION GRANT APPLICATION FOR PROJECT BY
CHEM-CLEAR OF ILLINOIS.

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

CHICAGO, November 28, 1984.

(Continued on page 11186)

11/28/84

REPORTS OF COMMITTEES

11183

REPORT DATE 11/27/84
 PROGRAM--PERIOD
 CITY OF CHICAGO
 CITY COUNCIL ORDERS
 COUNCIL MEETING OF 11/28/84
 THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
BLASCK	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	5/29/84	1573.27
BRANSFORD	POLICE OFFICER	RECRUIT TRAINING	3/27/83	20.00
CLANCY	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	6/27/84	202.00
COSOVIC	POLICE OFFICER	EIGHTEENTH DISTRICT	6/31/84	186.00
CZEPIAK	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	5/10/84	1940.00
DALY	POLICE OFFICER	SEVENTH DISTRICT	7/25/84	182.50
DEFRANCISCO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/19/84	303.00
DELABURRI	POLICE OFFICER	FOURTEENTH DISTRICT	5/01/84	4498.00
DUFFIN	POLICE OFFICER	SEVENTH DISTRICT	7/25/84	1833.10
ERTICKSON	POLICE OFFICER	EIGHTEENTH DISTRICT	2/05/84	95.00
FARWELL	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/15/84	200.50
GAPCIA	POLICE OFFICER	THIRTEENTH DISTRICT	10/08/83	68.00
GUEFFIDA	POLICE OFFICER	THIRTEENTH DISTRICT	7/17/84	231.00
GRASER	POLICE OFFICER	THIRTEENTH DISTRICT	7/18/84	258.00
GREEN	POLICE OFFICER	SIXTH DISTRICT	7/16/84	195.75
GRUBER	POLICE OFFICER	ENFORCEMENT SECTION	12/06/83	4774.00
HAINNYAK	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/15/84	391.50
HEWELGAN	POLICE OFFICER	FOURTEENTH DISTRICT	7/23/84	165.00
HUGHES	POLICE OFFICER	YOUTH DIVISION AREA THREE	6/29/84	258.00
JOHNS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/14/83	387.40
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	5/09/84	240.95
KELLY	POLICE OFFICER	FOURTH DISTRICT	5/06/84	2782.95
LARANT	POLICE OFFICER	THIRTEENTH DISTRICT	5/10/84	145.00
LAULE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/22/84	315.00
LEVER	POLICE OFFICER	YOUTH DIVISION AREA SIX	2/15/84	35.00
MARRELL	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	6/27/84	55.00
MC SHARRA	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/08/84	82.00
MYMA	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOUS	5/29/84	2103.80
ODONNIE	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/27/84	1971.00
PAPICK	POLICE OFFICER	EIGHTEENTH DISTRICT	11/27/83	85.00
RICE	POLICE OFFICER	SEVENTEENTH DISTRICT	4/28/83	406.50
ROHACK	POLICE OFFICER	EIGHTH DISTRICT	6/16/84	295.00
SMITH	POLICE OFFICER	YOUTH DIVISION AREA THREE	6/29/84	278.00
SZUCH	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/29/84	114.00
ENRIGHT	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/24/84	170.75
GUARASCIO	FIR FIGHTER	AMBULANCE 33	7/12/84	65.00
KOCH	LIEUTENANT	TRUCK 30	1/01/83	945.00
	PARAMEDIC	AMBULANCE 33	7/12/84	399.50

REPORT DATE 11/27/84
PROGRAM--PF070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/28/84

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALLISON J	POLICE OFFICER	EIGHTEENTH DISTRICT	2/13/84	8680.70
ARCIN J	POLICE OFFICER	FOURTEENTH DISTRICT	4/04/84	35.00
BULL J	POLICE OFFICER	FIFTH DISTRICT	5/09/84	1242.36
CADOTAN J	POLICE OFFICER	FIFTH DISTRICT	6/09/84	318.44
CARTER J	POLICE OFFICER	FIFTH DISTRICT	6/08/84	100.72
CHEMICK J	POLICE OFFICER	THIRTEENTH DISTRICT	6/10/84	2120.60
CICCONI J	POLICE OFFICER	THIRTEENTH DISTRICT	4/15/84	165.00
COPPER J	POLICE OFFICER	SIXTH DISTRICT	8/29/79	215.00
CORNUO J	SERGEANT	THIRTEENTH DISTRICT	1/13/84	11523.15
ELLERT J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/07/84	72.00
FITZGERBERG J	POLICE OFFICER	SIXTEENTH DISTRICT	5/01/84	156.50
FREERICK J	POLICE OFFICER	NINTH DISTRICT	6/13/84	133.15
GARCIA J	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/84	30.00
GARCIA J	POLICE OFFICER	THIRTEENTH DISTRICT	4/19/84	3610.00
GAPLEY J	POLICE OFFICER	SEVENTEENTH DISTRICT	4/28/84	115.00
GERALI J	POLICE OFFICER	THIRTEENTH DISTRICT	4/03/84	222.00
HAYS J	POLICE OFFICER	NINETEENTH DISTRICT	6/06/84	88.00
HOLLANDSWORTH J	POLICE OFFICER	YOUTH DIVISION AREA FOUR	5/15/84	8756.50
HUGHES J	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/19/84	179.75
JACKSON J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISION	10/14/77	233.63
KAPUSNIK J	POLICE OFFICER	EIGHTEENTH DISTRICT	7/15/84	281.00
KLASSEN J	POLICE OFFICER	SEVENTEENTH DISTRICT	4/11/84	171.50
KUDRICKIEWICZ J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISION	4/12/84	156.05
KUTNER J	POLICE OFFICER	FOURTEENTH DISTRICT	7/24/84	265.90
LEFLOUREAU J	POLICE OFFICER	FIELD INQUIRY SECTION	5/19/84	79.00
LUIRA J	POLICE OFFICER	FIFTH DISTRICT	5/08/84	143.00
MARGOLEWSKI J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/27/83	131.00
MARFELLO J	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	6/05/84	25.00
MARTERSON J	POLICE OFFICER	ELEVENTH DISTRICT	3/09/83	100.00
MAUROVICH J	POLICE OFFICER	NINETEENTH DISTRICT	4/06/84	74.50
MCCAIN J	CAPTAIN	THIRD DISTRICT	8/04/83	132.97
MCLEAN J	POLICE OFFICER	THIRTEENTH DISTRICT	6/15/84	3063.39
NICHOLS J	POLICE OFFICER	FOURTEENTH DISTRICT	5/11/84	385.00
ORINLE J	POLICE OFFICER	ELEVENTH DISTRICT	7/23/84	295.00
PARISI J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/26/83	43.25
PIFRANSKI J	POLICE OFFICER	THIRD DISTRICT	5/31/84	71.85
RIORDAN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/14/84	82.50
ROBINSON J	POLICE OFFICER	SIXTH DISTRICT	7/11/84	95.00
RODRIGUEZ J	POLICE OFFICER	FIFTH DISTRICT	5/09/84	167.35
SCHWAB J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/15/84	225.50
HERCHEIK J	POLICE OFFICER	STATEFINTH DISTRICT	5/14/84	189.00
BYRNE J	POLICE OFFICER	STATEFINTH DISTRICT	11/28/82	270.00
CARBOL J	PARAMEDIC	AMBULANCE 45	1/19/84	155.00
CAUSTUS J	ENGINEER	DISTRICT RELIEF 1	8/29/84	195.50
CLIFF J	FIREFIGHTER	ENGINE COMPANY 84	2/26/84	2045.25
CLOUD J	LIEUTENANT	TRUCK 31	9/25/83	649.25
COATS J	FIREFIGHTER	TRUCK 13	6/28/84	1001.23
COLE J	FIREFIGHTER	TRUCK 28	12/24/83	135.00
	FIREFIGHTER	TRUCK 8	8/19/84	168.20

REPORT DATE 11/27/84
PROGRAM--PFR070

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 11/28/84
REGULAR ORDERS

11185

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
COLLINS -	LIEUTENANT	ENGINE COMPANY 101	2/03/83	17.00
COSGROVE	FIREFIGHTER	TRUCK 40	8/13/84	96.00
FINLEY	FIREFIGHTER	ENGINE COMPANY 112	8/17/84	150.00
FLEWING	FIREFIGHTER	BATTALION 8	8/15/82	6757.73
GANT	PARAMEDIC	AMBULANCE 4	5/26/84	85.00
GUSTICH	CAPTAIN	BATTALION 22	8/11/84	467.20
HANKS	PARAMEDIC	AMBULANCE 23	7/23/04	75.30
HARNEY	FIREFIGHTER	ENGINE COMPANY 95	8/13/84	153.00
JONES	FIREFIGHTER	TRUCK 42	7/29/84	28.00
LEAHY	FIREFIGHTER	ENGINE COMPANY 117	8/18/84	74.80
LEW	POLICE OFFICER	ENGINE COMPANY 72	8/21/84	185.00
LEHANOONSKI	LIEUTENANT	TRUCK 47	1/29/83	13.50
LEHANOONSKI	FIREFIGHTER	CANDIDATE TRAINING	6/14/83	572.00
LOBIANCO	FIREFIGHTER	TRUCK 47	8/28/84	109.30
MANFREDA	FIREFIGHTER	ENGINE COMPANY 107	7/14/84	108.50
MARKUNAS	FIREFIGHTER	ENGINE COMPANY 95	8/13/84	153.00
MCMAHON	FIREFIGHTER	ENGINE COMPANY 101	8/18/84	122.00
MCNULTY	FIREFIGHTER	ENGINE COMPANY 61	7/25/82	164.00
MCNULTY	LIEUTENANT	ENGINE COMPANY 81	7/17/84	231.00
MESCH	FIREFIGHTER	SQUAD 6	6/02/84	60.00
MICOTTO	FIREFIGHTER	SQUAD 2	8/17/84	12.00
MORAN	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS 6	8/12/83	57.00
ODONNELL	CAPTAIN	ENGINE COMPANY 117	7/17/82	1277.00
OLSON	BATTALION CHIEF	BATTALION 3	11/04/82	49.35
PERIN	FIREFIGHTER	TRUCK 26	12/20/83	65.00
RATNEY	FIREFIGHTER	ENGINE COMPANY 113	8/34/84	65.00
REILLY	FIREFIGHTER	TRUCK 8	1/30/80	98.50
RENRADO	ENGINEER	DISTRICT RELIEF 6	7/01/84	87.50
RUCINSKI	LIEUTENANT	DISTRICT RELIEF 2	11/17/82	112.00
SHANNON	LIEUTENANT	ENGINE COMPANY 93	8/18/84	52.00
SHIMKUS	PARAMEDIC	AMBULANCE 36	5/08/84	73.45
SPAN	FIREFIGHTER	TRUCK 26	1/04/84	50.00
STULL	FIREFIGHTER	ENGINE COMPANY 120	7/20/84	230.60
STULL	FIREFIGHTER	ENGINE COMPANY 121	5/25/83	411.65
ANTHONY	FIREFIGHTER	ENGINE COMPANY 121	5/25/83	411.65

(Continued from page 11182)

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the submission of an Urban Development Action Grant application for a project to be constructed by Chem-Clear of Illinois located at 11800 South Stony Island in the amount of \$1,300,000.00, 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 transmitted with the foregoing committee report:

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

WHEREAS, Chem-Clear of Illinois, Inc., an Illinois corporation, has proposed to purchase certain existing assets of FIL, the wholly-owned U.S. subsidiary of Comagnie Generale de Chauffee, a French firm, located at 11800 South Stony Island and also new capital equipment for its expanding chemical treatment operations; and

WHEREAS, The proposed project is expected to save 26 existing jobs which would otherwise be lost to the City and to create 30 new permanent jobs; and

WHEREAS, The City of Chicago through its Department of Economic Development desires to apply for an Urban Development Action Grant in the amount of \$1,300,000 to be used along with private funds in the amount of \$5,000,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in the amount of \$1,300,000 for partial funding of the Chem-Clear of Illinois Retention and Attraction Project.

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

SECTION 3. In the event the application is approved, the Commissioner of Economic Development is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the Chem-Clear of Illinois Retention and Attraction Project.

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

Action Deferred -- AMENDMENT OF CHAPTER 185,
SECTION 185-46.3 OF MUNICIPAL CODE
CONCERNING PAYMENT OF WATER
AND SEWER ASSESSMENTS.

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

CHICAGO, November 28, 1984.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance amending the Municipal Code of the City of Chicago, Chapter 185, Section 185-46.3 authorizing the Commissioner of Water to waive certification of payment of water and sewer assessments pursuant to rule or regulation, 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 transmitted with the foregoing committee report:

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

SECTION 1. The Municipal Code of the City of Chicago, Chapter 185, Section 185-46.3 is hereby amended by adding the language in italics below as follows:

185-46.3. Upon application and payment of an application fee, to be determined by the Commissioner of Water, the Commissioner of Water shall issue a certificate of payment to the Director of Revenue, which shall certify that all water and sewer assessments have been paid in full. *The Commissioner of Water shall have the power to issue a waiver of certification as provided for by Rules and Regulations promulgated by the Commissioner.*

SECTION 2. This ordinance shall be in full force and effect ten days after passage and due publication.

Action Deferred -- AMENDMENT OF CHAPTER 200.1, SECTION 200.1-2B6
OF MUNICIPAL CODE CONCERNING ISSUANCE OF
TRANSACTION TAX STAMPS.

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

CHICAGO, November 28, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance amending the Municipal Code of the City of Chicago, Chapter 200.1, Section 200.1-2B6 authorizing the Director of Revenue to issue Transaction Tax Stamps pursuant to the issuance of a waiver of certification of payment of Water and Sewer assessments by the Commissioner of the Department of Water, 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 transmitted with the foregoing committee report:

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

SECTION 1. The Municipal Code of the City of Chicago, Chapter 200.1-2B6 is hereby amended by deleting the language appearing below within brackets and adding the language in italics below as follows:

6. The Director of Revenue shall issue no Transaction Tax stamps unless the Commissioner of Water issues a certificate of payment showing that as of the most current billing, all water and sewer assessments are paid in full [...] *or otherwise issues a waiver of certification issued pursuant to Rules and Regulations promulgated by the Commissioner of Water.*

SECTION 2. The ordinance shall be in full force and effect ten days after passage and due publication.

Action Deferred -- TRANSFER OF FUNDS FROM COMMUNITY DEVELOPMENT
BLOCK GRANT, MULTI-UNIT LOAN PROGRAM TO GANG CRIME
ENFORCEMENT UNIT.

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

CHICAGO, November 28, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the transfer of funds from the Community Development Block Grant, Multi-Unit Loan Program to the Gang Crime Enforcement Unit and other actions to be taken regarding gang crime in the City of Chicago in the amount of \$800,000.00, having had the same under advisement, begs leave 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 transmitted with the foregoing committee report:

WHEREAS, Gang Crime in the City of Chicago has reached epidemic proportions; and

WHEREAS, The City of Chicago wishes to address this problem with the widest array of resources possible; and

WHEREAS, There has been identified at least \$800,000 in salvage and or reprogrammable funds in the Community Development Block Grant Program; now, therefore,

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

SECTION 1. That the Director of the Office of Budget and Management and the City Comptroller are hereby directed to transfer \$800,000:

FROM:	NUMBER
Multi-Unit Loan Program	982-1201
TO:	NUMBER
Gang Crime Enforcement Unit	575-6600.

SECTION 2. That all available Community Development Block Grant Year X, Local Option Funds be transferred to the Gang Crime Enforcement Unit.

SECTION 3. That the Budget Director is hereby directed to identify other funds which may be appropriated for the Gang Crime Enforcement Unit of the Chicago Department of Police and to report such findings to the City Council immediately after the passage of this ordinance.

SECTION 4. That the Superintendent of Police is hereby directed to identify salvage funds in the 1984 Police Department Corporate Budget which may be appropriated for the Gang Crime Enforcement Unit and to report such findings to the City Council immediately after the passage of this ordinance.

SECTION 5. This ordinance shall become effective upon due passage.

Placed on File – REPORT OF SETTLEMENTS OF SUITS
AGAINST CITY DURING MONTHS OF AUGUST
AND SEPTEMBER, 1984.

The Committee on Finance submitted a report recommending that the City Council *Place on File* two communications from the Department of Law listing judgments entered against the City of Chicago in personal injury cases for the months of August and September, 1984.

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

COMMITTEE ON COMMUNITY SERVICES.

CHAPTER 185 OF MUNICIPAL CODE OF CHICAGO
AMENDED BY INSERTING TWO NEW SECTIONS
185-34.1 AND 185-34.2 CONCERNING
CHARGES FOR WATER USE.

The Committee on Community Services submitted the following report:

CHICAGO, November 26, 1984.

To the President and Members of the City Council:

Your Committee on Community Services having had under consideration a proposed ordinance, (which was referred to this committee on November 14, 1984) to amend Chapter 185 of the Municipal Code of the City of Chicago, by inserting therein two new sections, to be known respectively as Sections 185-34.1 and 185-34.2, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance providing for the allocation of charges for the use of water by single family houses located in meter row or townhouse buildings, and is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That Chapter 185 of the Municipal Code of Chicago is hereby amended by inserting therein, in their proper numerical sequence, the following new Sections, in italics, to be known respectively as Sections 185-34.1 and 185- 34.2 and to read as follows:

185-34.1. Water consumption for single-family houses located in metered row house and townhouse buildings which have a single meter may be billed to individual owners. The charge to each individual owner will be the total charge as determined by the consumption recorded on the water meter divided by the number of individual units in the building. Shut off for non-payment shall be in accordance with Chapter 185-11.

185-34.2. Owners of individual units are authorized to request an individual meter providing the owner modifies the plumbing at his expense in order that a meter can be installed. Remote reading devices are available at the owner's expense. Shut off of services shall be in accordance with Chapter 185-11.

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

COMMITTEE ON ENERGY AND ENVIRONMENTAL PROTECTION.

CHAPTER 181, SECTION 6.1 OF CHICAGO MUNICIPAL CODE AMENDED
CONCERNING CREMATION WITHIN CITY BOUNDRIES.

The Committee on Energy and Environmental Protection submitted the following report:

CHICAGO, November 28, 1984.

To the President and Members of the City Council:

Your Committee on Energy and Environmental Protection, having had under consideration a proposed ordinance, (which was referred on November 14, 1984) which would make it unlawful for any person licensed under Chapter 181-6.1 of the Municipal Code to perform or allow to be performed any cremation whatsoever within the boundaries of the City, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) MICHAEL L. NARDULLI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That Chapter 181 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section in italics, to be known as Section 181-6.1 and to read as follows:

181-6.1. It shall be unlawful for any person licensed under this chapter to perform or to allow to be performed any cremation of human remains whatsoever within the City; provided, however, that this restriction shall not apply to operators of licensed crematoriums located within the confines of licensed cemeteries; and said crematoriums shall not be within 300 feet of a residential zone.

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

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

APPROVAL TO RE-PURCHASE PARCEL 33-B IN LINCOLN PARK CONSERVATION AREA.

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

CHICAGO, November 19, 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 March 30, 1984) authorizing the repurchase of Parcel 33-B located at 2054 N. Lincoln Avenue in the Lincoln Park Conservation Area for the original price of \$506,885.80 from the Mid Town Bank and Trust Company of Chicago, 2021 N. Lincoln Avenue, Chicago, provided that all general real estate taxes up to the date of reconveyance are paid by Mid Town Bank and Trust Company of Chicago, (subject Parcel 33-B was conveyed to said redeveloper on September 14, 1982, with specific stipulations), approved by the Department of Urban Renewal by Resolution No. 84-DUR-19, adopted by the Department on March 13, 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 9 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Board of the Department of Urban Renewal, by resolution adopted on October 20, 1981, and the City Council of the City of Chicago, by ordinance adopted on December 18, 1981, approved the sale of Parcel 33-B in the Lincoln Park Conservation Area to Mid Town Bank and Trust Company of Chicago; and

WHEREAS, Parcel 33-B is located at 2054 North Lincoln, containing 25,344.3 square feet, and is further identified by a plat of survey on file at the offices of the Department of Housing; and

WHEREAS, Parcel 33-B was conveyed to said redeveloper on September 14, 1982, in accordance with a redevelopment agreement which further provided that construction on said parcel would begin within 6 months thereafter; and

WHEREAS, The construction of improvements for a proposed commercial auxiliary banking facility has not commenced within the contractual time set forth in the redevelopment agreement; and

WHEREAS, The redeveloper has indicated that the proposed development on said parcel cannot be begun and completed within a time period which is acceptable to the Department of Housing; and

WHEREAS, The Department of Housing and the redeveloper desire to proceed with a repurchase of Parcel 33-B, by the City of Chicago; and

WHEREAS, The Board of the Department of Urban Renewal after due consideration of all facts has authorized by Resolution No. 84-DUR-19, adopted March 13, 1984, the repurchase of said parcel and the Department has submitted said resolution to this Body for its consideration; now, therefore,

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

SECTION 1. The Department of Housing is authorized to repurchase Parcel 33-B, in the Lincoln Park Conservation Area, from Mid Town Bank and Trust Company of Chicago for the original purchase price of \$506,885.80 provided that all general real estate taxes up to the date of reconveyance are paid by Mid Town Bank and Trust Company of Chicago as and when they become due.

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

AUTHORITY GRANTED TO APPROVE AMENDMENT NUMBER 1
TO HASKINS-HERMITAGE REDEVELOPMENT PLAN.

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

CHICAGO, November 19, 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 September 6, 1984) to approve Amendment No. 1 to the Haskins-Hermitage Redevelopment Plan, approved by the Department of Urban Renewal by Resolution No. 84-DUR-54, adopted by the Department on July 31, 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 9 members of the committee with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

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 Haskins-Hermitage Redevelopment Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted on July 31, 1984, approved Plan Amendment No. 1 to said Plan which Amendment is attached hereto, and incorporated in this 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. 1, together with the Plan, as amended, constitutes a Redevelopment 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. 1 to the Haskins-Hermitage Redevelopment Plan, as amended, dated July 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 C-1 IN
PROJECT HASKINS-HERMITAGE.

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

CHICAGO, November 19, 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 October 31, 1984), to approve the sale of Parcel C-1 in Project Haskins-Hermitage to Duro Building Partnership, approved by the Department of Urban Renewal by Resolution No. 84-DUR-83, adopted by the Department on October 16, 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 9 members of the committee with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone --
47.

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, as currently being amended, for Project Haskins-Hermitage 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-83, adopted by the Department on October 16, 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 said resolution and the proposed sale of said 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 Haskins-Hermitage is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Sq. Ft.</i>	<i>Sq. Ft. Price</i>	<i>Total Price</i>
Duro Building Partnership, an Illinois partnership	C-1	13,453.5	\$3.00	\$40,360.50

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.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

ACCEPTANCE OF QUITCLAIM DEED FOR TRANSFER OF PROPERTY LOCATED AT 1132-1138 EAST 45TH STREET.

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

WHEREAS, The City of Chicago is the owner of record of the following legally described real estate situated in the City of Chicago, County of Cook, State of Illinois:

Lot 11 in Greenwood Park Sub. of Block 4 in the Subdivision of Executors of E.K. Hubbard of the east 1/2 of the southwest 1/4 of Section 2, Township 38 North, Range 14, lying east of the Third Principal Meridian in Cook County, Illinois; and

WHEREAS, The above parcel of real estate is commonly known as: 1132-1138 East 45th Street, Chicago, Illinois; and

WHEREAS, The City of Chicago acquired title to the above parcel of real estate through the foreclosure of a demolition lien, in case No. 80 CH 4142, *City of Chicago v. Roosevelt Powe, et al.*, in the Circuit Court of Cook County, Illinois; and

WHEREAS, Mercantile Financial Corporation, a Delaware Corporation, filed a lawsuit in case No. 82 L 19455, *Mercantile Financial Corporation v. City of Chicago*, alleging that the City of Chicago wrongfully demolished the property commonly known as 1132-1138 East 45th Street, and failed to serve notice on Mercantile Financial Corporation with respect to the foreclosure of the demolition lien in case No. 80 CH 4142; and

WHEREAS, A Judgment Order was entered on September 22, 1983 in case No. 82 L 19455, ordering the City of Chicago to convey any and all interest it has in the property commonly known as 1132-1138 East 45th Street, to Mercantile Financial Corporation; and

WHEREAS, The above Judgment Order does not require the payment of any monetary damages to Mercantile Financial Corporation; and

WHEREAS, Subsequent to the above Judgment Order entered on September 22, 1983, Mercantile Financial Corporation sold its rights to the property commonly known as 1132-1138 East 45th Street to Competent Collection, Inc., an Illinois corporation; and

WHEREAS, In accordance with the above Judgment Order, the City of Chicago shall issue a quit claim deed to Competent Collection, Inc., an Illinois corporation; and

WHEREAS, The City Council has considered the said resolution and the proposed transfer of title to the parcel of land as provided therein, and it is the sense of the City Council that the transfer is satisfactory and in accordance with law, and should be approved; now, therefore,

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

SECTION 1. That the transfer of the following described parcel of land without further consideration between the City of Chicago and Competent Collection, Inc., an Illinois corporation is hereby approved.

Lot 11 in Greenwood Park Sub. of Block 4 in the Subdivision of Executors of E.K. Hubbard of the east 1/2 of the southwest 1/4 of Section 2, Township 38 North, Range 14, lying east of the Third Principal Meridian in Cook County, Illinois.

SECTION 2. That the Mayor of the City of Chicago is authorized to execute and the City Clerk to attest a deed from the City of Chicago to Competent Collection, Inc., an Illinois corporation for transfer of the above described parcel of land.

SECTION 3. That the Corporation Counsel of the City of Chicago is authorized to deliver said deed to Competent Collection, Incorporated.

SECTION 4. That this ordinance be effective immediately upon the passage thereof.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR ACQUISITION OF PROPERTY AT
940 WEST EXCHANGE STREET FOR USE BY
DEPARTMENT OF STREETS AND
SANITATION.

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

WHEREAS, The Department of Streets and Sanitation has expressed interest in acquiring land located at 940 W. Exchange Street, Chicago, Illinois; and

WHEREAS, The Department of Streets and Sanitation deems it advantageous to acquire said property; and

WHEREAS, The property has been recently offered for sale; now, therefore,

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

SECTION 1. That the Law Department is hereby authorized to enter into negotiations to purchase or condemn said property located at 940 W. Exchange St., Chicago.

SECTION 2. That this ordinance is effective immediately from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

ACCEPTANCE OF JUDGMENT ORDER FOR ACQUISITION
OF PROPERTY AT 1805 SOUTH BLUE ISLAND
AVENUE (PILSEN LIBRARY BRANCH).

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

WHEREAS, On June 17, 1981, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago that said City acquire for the public use for the Chicago Public Library various described property for a new Pilsen Branch Library, payment for the property to be made from appropriations from Fund 471-6117-114 Project NO-O13 W.O. 127; and

WHEREAS, Among these parcels is Parcel 2 comprising:

Lot 9 in Stewart's Subdivision of Block 7 in Johnston and Lee's Subdivision of the southwest 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 1805 South Blue Island Avenue, Chicago, Illinois; and

WHEREAS, The Commissioner of Public Works was thereby authorized to negotiate the acquisition of various parcels; and

WHEREAS, Upon the inability of the Commissioner of Public Works to agree with the owner or owners of said property, pursuant to authority of said ordinance, the Corporation Counsel instituted condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to said property under City's right of Eminent Domain on August 13, 1982; and

WHEREAS, On July 6, 1984 Judge James Murray of the Circuit Court of Cook County entered a Judgment Order determining that just compensation be paid to the owner or owners of Parcel 2 in the amount of Forty-five Thousand Dollars (\$45,000.00); and

WHEREAS, The Judgment Order further stated that within one hundred- twenty (120) days from the entry of said Order, the City of Chicago shall pay to the County Treasurer of Cook County, Illinois for the benefit of the owner or owners and parties interested in said Parcel Forty-five Thousand Dollars (\$45,000.00) for Parcel 2; and

WHEREAS, The Judgment Order further stated that within one hundred- twenty (120) days after such payment the City of Chicago shall be vested with fee simple absolute title to said real property and shall be authorized and empowered to enter upon and take immediate possession of said real estate so paid for; now, therefore,

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

SECTION 1. The City of Chicago is hereby authorized to pay within one hundred twenty (120) days from the entry of the Judgment Order of July 6, 1984, Forty-five Thousand Dollars (\$45,000.00) for Parcel 2 plus statutory interest from the date of the entry of the Judgment Order of July 6, 1984 and court costs of \$29.00 to the County Treasurer of Cook County, Illinois, for the benefit of the owner or owners and parties interested in said Parcel.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR EXECUTION OF EASEMENT
AGREEMENT BETWEEN CITY AND ILLINOIS
STATE TOLL HIGHWAY AUTHORITY FOR
CONSTRUCTION ON O'HARE
REINFORCEMENT WATER
MAIN.

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

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

SECTION 1. That the Mayor be and is hereby authorized and directed to execute, the Commissioner of Water to approve, the City Clerk to attest and the City Comptroller to accept and file for record, upon approval by the Corporation Counsel as to form and legality, a certain Agreement by and between the City of Chicago and the Illinois State Toll Highway Commission, whereby said Commission shall convey to the City of Chicago a permanent subterranean easement for the limited purpose of installing, operating and maintaining a 48- inch Water Main across and under the Tri-State Tollway at W. Foster Avenue, which Agreement is substantially in the following form:

This Agreement made and entered into by and between the City of Chicago, in the State of Illinois (hereinafter sometimes called the "City") and the Illinois State Toll Highway Commission (hereinafter sometimes called the "Commission").

Witnesseth:

Whereas, the Illinois State Toll Highway Commission, an instrumentality and administrative agency of the State of Illinois, is the fee simple owner of a parcel of land bounded on the east by the easterlymost right-of-way line of the Tri-State Route of the Northern Illinois Toll Highway, on the west by the westerlymost right-of-way line of the Tri-State Route of the Northern Illinois Toll Highway, on the south by a line on and parallel to the centerline of Foster Avenue extended, and on the north by a line of thirty-three (33) feet north of and parallel to the centerline of Foster Avenue extended, said centerline also being described as the south line of the north 1/2 of Section 9, Township 40 north, Range 12, east of the 3rd Principal Meridian, situated in Cook County, Illinois; and

Whereas, the City of Chicago, a municipality incorporated in and under the laws of the State of Illinois, desires to acquire a permanent subterranean easement across and under said property hereinbefore described for the limited purpose of installing, operating and maintaining a forty-eight (48) inch water main eighteen (18) feet north of the centerline of Foster Avenue extended across the Tri-State Route of the Northern Illinois Toll Highway; and

Whereas, the Commission desires to cooperate with the City of Chicago and to grant the aforesaid permanent easement; and

Whereas, the Commission has the power to enter into this Agreement and to grant the aforesaid permanent subterranean easement; and

Whereas, the City of Chicago has the power to enter into this Agreement and to make and perform the promises hereinafter made; now, therefore,

In consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

Article I

The Commission shall convey to the City of Chicago a permanent subterranean easement for the limited purpose of installing, operating and maintaining a forty-eight (48) inch water main across and under a parcel of land bounded on the east by the easterlymost right-of-way line of the Tri-State Route of the Northern Illinois Toll Highway, on the west by the westerlymost right-of-way line of the Tri-State Route of the Northern Illinois Toll Highway, on the south by a line on and parallel to the centerline of Foster Avenue extended, and on the north by a line thirty-three (33) feet north of and parallel to the centerline of Foster Avenue extended, said centerline also being described as the south line of the North 1/2 of Section 9, Township 40 North, Range 12, East of the 3rd Principal Meridian and situated in Cook County, Illinois, said conveyance shall be attached hereto and made a part hereof as Exhibit "A".

Article II

The City of Chicago shall save and keep the Commission harmless from any and all liability resulting from any and all damages caused by the installation, operation and maintenance of the subject water main.

The Commission shall notify the City promptly of each and every claim for such damages. No settlement of any such claim shall be made without the prior written notice consent of the City. The Commission shall promptly notify the City of the filing of any action for such damages. The City may participate in the defense of any such action if it elects to do so.

In the event a judgment is rendered against the Commission for any such damages, the Commission shall, upon the request of counsel for the City, take all necessary and proper steps to perfect an appeal or appeals to any courts of review and shall prosecute such appeal or appeals with all due diligence and shall permit counsel for the City to take part in the conduct of such case on appeal in any court of review if it elects so to do. The payment of any such claim or judgment by the Commission and reasonable costs incurred in connection with such claims and actions shall be chargeable by the Commission to the City of Chicago.

Article III

The City shall construct the subject water main in accordance with the plan, design and specifications set forth on Exhibit "B" attached hereto and made a part hereof.

Article IV

The City shall comply with the Utility Policy and Regulations as adopted by the Commission in August, 1972, as amended, portions of which are set forth on Exhibit "C" which is attached hereto and made a part hereof.

Article V

The City agrees and covenants that if, at some future date, the Commission shall find it necessary to abrogate the rights of the City by an exercise of the power of eminent domain, the City shall not seek reimbursement as damages the cost of relocating the subject water main.

Article VI

This Agreement shall be executed in six (6) counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same Agreement. The City of Chicago shall file this Agreement for record in the Office of the Recorder of Deeds for Cook County, Illinois.

In Witness Whereof, the City of Chicago, pursuant to authority granted by its City Council, has caused this Agreement to be signed by its Mayor, attested by its City Clerk, approved by its Commissioner of Water, accepted by its Comptroller, its Corporate Seal hereto affixed and approved by the Corporation Counsel; and the Illinois State Toll Highway Commission in the State of Illinois, has caused this Agreement to be signed in its name by its Chairman, its Corporate Seal to be hereunto affixed and attested by its

Secretary, all as of this _____ day of _____, 19____.

[Signature forms omitted for printing purposes.]

Exhibit A attached to this Agreement reads as follows:

This Indenture Witnesseth, that the Grantor, the Illinois State Toll Highway Commission, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, does hereby grant and convey unto the City of Chicago, Illinois, a permanent subterranean easement for the purpose of installing, operating and maintaining a water main across and under a parcel of land bounded on the east by the easterlymost right-of-way line of the Tri-State Route of the Northern Illinois Toll Highway, on the west by the westerlymost right-of-way line of the Tri-State Route of the Northern Illinois Toll Highway, on the south by a line on and parallel to the centerline of Foster Avenue extended and on the north by a line thirty-three (33) feet north of and parallel to the centerline of Foster Avenue extended, said centerline also being described as the south line of the North 1/2 of Section 9, Township 40 North, Range 12, East of the 3rd Principal Meridian, situated in Cook County, Illinois.

In Witness Whereof, said Grantor has caused its name to be signed to these presents by its Chairman and its Secretary this _____ day of _____, A.D., 19____.

[Signature forms omitted for printing purposes.]

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Semberk, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR PERMANENT EASEMENT FROM CITY OF BLUE
ISLAND NECESSARY FOR INTERSECTION IMPROVEMENT AT
SOUTHWEST CORNER OF VINCENNES AVENUE
AND 119TH STREET.

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

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

SECTION 1. That the Mayor is authorized to execute and City Clerk to attest upon approval of the Corporation Counsel as to form and legality, the acceptance of a permanent easement from the City of Blue Island whereby in consideration of One Dollar (\$1.00) and other good and valuable considerations, the City of Blue Island grants the City said easement in City of Blue Island property at the intersection of S. Vincennes Avenue and W. 119th Street for the improvement of said intersection as part of the Vincennes Avenue resurfacing and intersectional channelization improvement -- 87th Street to 119th Street. Said easement is in form and substance as follows:

This Indenture, made and entered into this _____ day of _____, A.D., 1984, by and between the City of Blue Island, a municipal corporation, hereinafter referred to as "Grantor", and the City of Chicago, a municipal corporation, hereinafter referred to as the "Grantee":

Witnesseth:

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby give and grant in perpetuity to the Grantee an easement for street purposes, in, over and upon the following parcel of real property shown on plat marked Exhibit "A" attached hereto and made a part hereof, said real property being described as follows:

That part of Lot 4 in Block 1 in South Washington Heights, a Subdivision of the Northwest quarter (N.W. 1/4) of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois bounded and described as follows:

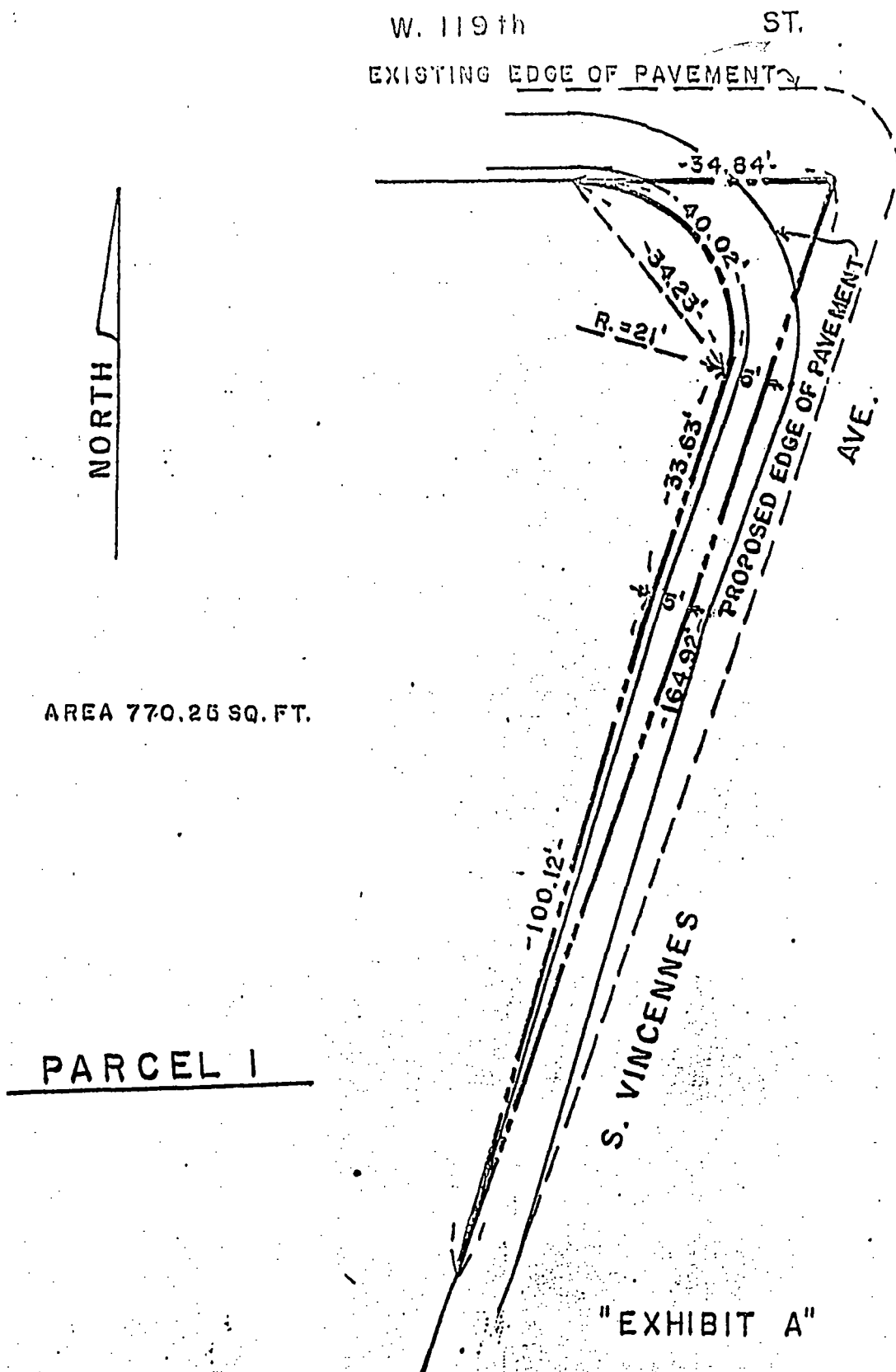
Beginning at the northeast corner of said Lot; thence west along the north line of said Lot a distance of 34.84 feet to a point of curve; thence southeasterly along a curve concave to the southwest with a radius of 21 feet an arc distance of 40.02 feet to a point of tangency with a line 5 feet west of and parallel with the easterly line of said Lot; thence southwesterly along said parallel line a distance of 33.63 feet; thence southwesterly along a straight line a distance of 100.12 feet to a point on the easterly line of said Lot, 164.92 feet southwesterly to the point of beginning; thence northeasterly along the easterly line of said Lot a distance of 164.92 feet to the point of beginning.

[Exhibit A printed on page 11206 of this Journal.]

Grantee assumes and agrees to pay for all loss, damage, injury, or death, including costs and expenses incident thereto, caused to any person including Grantor, or to the property, arising from the construction of said street, and the Grantee shall indemnify Grantor against and save him harmless from all liability for any such loss, damage, injury or death.

[Signature forms omitted for printing purposes.]

(Continued on page 11207)



(Continued from page 11205)

In Witness Whereof, as of the day and year first above written, the parties hereto have caused these presents to be executed in triplicate.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO
NEGOTIATE FOR ACQUISITION OF PROPERTY
LOCATED ON SOUTHWEST CORNER OF
SOUTH DAMEN AVENUE AND SOUTH
BLUE ISLAND AVENUE.

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

WHEREAS, The City of Chicago is going to improve the intersections of South Damen Avenue at West Roosevelt Road, West 18th Street, West Cermak Road and South Blue Island Avenue which will include throat widening at the intersection of South Blue Island Avenue; and

WHEREAS, The Commissioner of Public Works of the City of Chicago requested approval of the State of Illinois, Illinois Department of Transportation to proceed with the acquisition of property at the southwest corner of S. Damen Avenue and South Blue Island Avenue on July 9, 1984; and

WHEREAS, The Illinois Department of Transportation approved and granted permission to proceed with this project on August 6, 1984; now, therefore,

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

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

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

Legal Description

Parcel 1

Southwest corner of South Damen Avenue
and South Blue Island Avenue

That part of Block 2 in S.J. Walker's Second Dock Addition, a Subdivision of Blocks 6 and 7 of Moore's Subdivision of the East half (E. 1/2) of the Northwest quarter (N. W. 1/4) of Section 30, and that part lying North of the Chicago River of the East half (E. 1/2) of the East half (E. 1/2) of the Southwest quarter (S. W. 1/4) of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois described as follows: beginning at the Northeast corner of said Block 2; thence Southerly along the East line of said Block 2 a distance of 13.54 feet; thence Northwesterly along the arc of a circle convex to the Northeast having a radius of 22.0 feet an arc distance of 14.30 feet to a point on the Northerly line of said Block 2; thence Northeasterly along said Northerly line of said Block 2 a distance of 12.94 feet to the point of beginning.

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

SECTION 4. In case the Commissioner of Public Works is unable to agree with the owner of said property, upon the purchase price thereof, or in case the owner is incapable of consenting to the sale thereof, or in case the owner is unknown, or a non-resident of the State of Illinois, the Commissioner shall report such facts to the Corporation Counsel.

Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantages, desirable and necessary to the City of Chicago for the uses and purposes as set forth above.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation.

SECTION 6. This ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 --
47.

Nays -- None.

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

APPROVAL GIVEN FOR STIPULATED SETTLEMENT CONCERNING
ACQUISITION OF PROPERTY AT 3200 SOUTH
HOYNE AVENUE.

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

Ordered, That the recommendations of the Commissioner of Public Works contained in his communication of October 10, 1984, recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening, realignment and improvement of the Southwest corner of the Intersection of West 32nd Street and South Hoyne Avenue, as part of the reconstruction of West 32nd Street from South Damen Avenue to South Bell Avenue, South Hoyne Avenue from West 32nd Street to the Stevenson Expressway and South Bross Avenue from South Leavitt Avenue to South Western Avenue as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 983-4004- 600.

<i>Address</i>	<i>Amount</i>
3200 S. Hoyne Avenue	\$5,500.00.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Semberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

EXECUTION OF CITY-STATE RELOCATION AGREEMENT REGARDING
ACQUISITION OF RIGHT-OF-WAY FOR INTERSECTION
IMPROVEMENT AT CENTRAL AVENUE, FOSTER
AVENUE AND NORTHWEST HIGHWAY.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Council as to form and legality, a relocation agreement between the City and State with regard to the acquisition of right-of-way for the improvement of the intersection of Central Avenue, Foster Avenue and Northwest Highway. Said agreement as in form and substance as follows:

This Agreement, made and entered into this _____ day of _____, A.D., 1984, by and between the City of Chicago, acting by and through its Department of Public Works (hereinafter referred to as the City), and the State of Illinois, acting by and through its Department of Transportation (hereinafter referred to as the State):

Witnesseth:

Whereas, the City is a department of the Government of the City of Chicago, a municipal corporation, engaged in part in the surveying, counseling, relocation, removal and placement of individuals, families, sole proprietorships, partnerships, corporations and non-profit organizations that have been or will be displaced by the erection, installation, improvement or construction of various public works projects, and is by law authorized to do so; and

Whereas, the State is a department of the Government of the State of Illinois charged with the jurisdiction of and control over the State Highways of Illinois, including but not restricted to providing relocation advisory assistance and payments to individuals, families, businesses, farm operations and non-profit organizations displaced by construction of the aforesaid Highways; and

Whereas, the City has been authorized to plan and construct a landscaping/beautification project at the intersection of Central Avenue (FAU Route 2790), Foster Avenue and Northwest Highway; and

Whereas, the State and the City mutually desire to cooperate in providing relocation assistance and payments for any individuals, families, businesses and/or non-profit organizations to be displaced by the construction of aforesaid; now, therefore,

In consideration of the mutual undertakings of the parties hereto, and in conformity with all applicable laws:

I. The City hereby agrees and covenants the following:

1. To perform such duties as may be required, as hereinafter set forth, to effect an orderly and equitable relocation and reestablishment of individuals, families, businesses, farm operations and non-profit organizations to be displaced by the acquisition of those parcels of land, or interest therein, for the above-described project, in strict compliance with the State's Division of Highways' Relocation Assistance and Payments Program as recited in Section 6.00 of the Land Acquisition Policies and Procedures Manual, including all revisions and/or amendments thereto (which is made a part hereof by reference), as required by the

Federal-Aid Highway Program Manual, and all revisions and/or amendments thereto, of the Federal Highway Administration of the United States Department of Transportation as required by 42 U.S.C. 4601-4665 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646); and 49 U.S.C. 1655 (Department of Transportation Act); delegation of authority by the Secretary of Transportation in 49 CFR 1.48; 49 CFR Part 25 (Department of Transportation Regulations on Relocation Assistance and Land Acquisition for Federal and Federally assisted Programs).

2. To furnish a sufficient number of staff members to undertake and complete the relocation activities as aforesaid. The number and level of staff shall depend upon the work requirements, level of expertise required, case workload, etc., and a list enumerating and identifying each staff member by classification shall be submitted to the State for approval.
3. To supply a list of the minimum educational and experience requirements for qualification of each of the aforementioned staff members, and a job description outlining the specific duties to be performed by each during the term of this agreement. Said lists of requirements and duties are to be attached hereto and be made a part hereof.
4. To furnish all vehicles necessary for the proper operation of this project.
5. To allow the United States Department of Transportation, Federal Highway Administration, the right audit and review of any and all of the City's financial accounts and records, as well as any and all records involved in this project.
6. To keep and maintain all records required by the State's Division of Highways' Relocation Assistance and Payments Program, to maintain all records and submit all reports on such forms as the State shall provide or require, and to allow the State the right of inspection of these records.

II. The State hereby agrees and covenants the following:

1. To be the sole judge of compliance with the State of Illinois Relocation Assistance and Payments Program Policies and Procedures requirements, as well as with the provisions of this Agreement.

III. The parties hereto hereby mutually agree and covenant the following:

1. That the City shall commence work under this Agreement within fifteen (15) days after being so authorized to do by proper notice given by the State, and that further, termination of this Agreement shall be thirty (30) days after the receipt of proper notice given by the State to the City.
2. That proper notice under this Agreement shall be written communication.
3. To comply with the provisions of 42 U.S.C. 2000d *et seq.* -- Title VI of the Civil Rights Act of 1964; 42 U.S.C. 3601 *et seq.* -- Title VIII of the Civil Rights Act of 1968 and amendments thereto; 23 U.S.C. 324 -- prohibition of discrimination on the basis of sex; and the regulations of the Department of Transportation, Title 49,

Code of Federal Regulations, Part 21, issued pursuant to such Act in the execution of this Agreement as follows: Also add "Appendix A and Appendix B" BRW 1267-1 and 2 (Rev. 5-78).

4. This Agreement shall be binding upon and inure to the benefits of the respective parties hereto, their successors and assigns.

This Agreement shall be executed in four (4) counterparts, each of which shall be deemed an original.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year above first written.

[Signature forms omitted for printing purposes.]

[Appendix A and B are printed on pages 11213 thru 11214 of this Journal.]

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

**BIDS REJECTED AND CITY COMPTROLLER AUTHORIZED
TO RE-ADVERTISE FOR SALE BOARD OF
EDUCATION PROPERTY AT SUNDRY
LOCATIONS.**

The Committee on Land Acquisition and Disposition submitted separate reports recommending that the City Council pass two proposed ordinances transmitted therewith to reject bids for Board of Education property and to re-advertise same for sale.

On separate motions made by Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

(Continued on page 11215)

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

EQUAL EMPLOYMENT OPPORTUNITY. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or remedies may be imposed and remedies invoked as provided by Statute or regulation.

In the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

As to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or oral, between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee):

(a) for the furnishing of supplies or services or for the use of real or personal property, including lease or agreement, which, in whole or in part, is utilized in the performance of any one or more contracts; or

(b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

(Continued from page 11212)

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances as passed read respectively as follows (the italic heading in each case not being a part of the ordinance):

*4320 West Madison Street
(Formerly West Garfield Upper Grade Center).*

WHEREAS, The Board of Education of the City of Chicago made a written request to the City Council of the City of Chicago, to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bid was opened and read at the first City Council meeting following the receipt of said bid; and

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council that the bid in the amount of \$25,000 submitted by Bethel New Life, Inc., 367 N. Karlov Avenue, Chicago, Illinois 60624, be rejected. There were two appraisals made for this property and they indicated that the fair market value is as follows:

William A. McCann & Assoc.	\$75,000
August 8, 1984	

Stephen Rich, M.A.I., S.R.P.A.	\$70,000
June 18, 1984	

now, therefore,

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

SECTION 1. That the City of Chicago hereby rejects the bid of Bethel New Life, Incorporated, to purchase vacant school building and land described as follows:

Lots 38 to 41, both inclusive, in Block 36 in West Chicago Land Company's Subdivision of the South half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which property has an inside frontage of 150.0 feet on West Madison Street, and contains 26,250 square feet and is improved with a school building that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Clerk is authorized to refund the deposit of Bethel New Life, Inc., in the amount of \$2,500.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the above vacant school building and land owned by the Board of Education of the City of Chicago, which is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago or the City of Chicago. Said parcel as described aforesaid.

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

*7010 South Princeton Avenue
(formerly Lawless Upper Grade Center).*

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago, to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said Real Estate; and

WHEREAS, The bid was opened and read at the first City Council meeting following the receipt of said bid; and

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council that the bid in the amount of \$10.00 submitted by the Southside Christian Academy, P.O. Box 208787, Chicago, Illinois 60620, be rejected. There were two appraisals made for this property and they indicated that the fair market value is as follows:

Ripley Mead, Jr. May 5, 1984	\$150,000
Appraisal Associates, Inc. September 8, 1983	\$160,000

now, therefore,

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

SECTION 1. That the City of Chicago hereby rejects the bid of the Southside Christian Academy, to purchase vacant school building and land described as follows, to-wit:

Lots 1 to 6, both inclusive, and the West half of vacated S. Princeton Avenue adjoining Lots 1, 2 and 3 in Block 11 in Normal School Subdivision of West half of the South East quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

also

Lot 1 in Maloney's Subdivision of Lots 1 and 2 (except the South 33 feet thereof) in Block 12 in Normal School Subdivision of the West half of the South East quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which property has a frontage of 265.8 feet on vacated South Princeton Avenue, 236.7 feet on West 70th Street, 316.1 feet on West 70th Place, 22.41 feet on South Princeton Avenue, and contains approximately 73,467 square feet/1.69 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or in the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Clerk is authorized to refund the deposit of Southside Christian Academy, in the amount of \$1.00.

**CITY COMPTROLLER AUTHORIZED TO ADVERTISE FOR
SALE PARCELS OF CITY-OWNED PROPERTY AT
SUNDRY LOCATIONS.**

The Committee on Land Acquisition and Disposition submitted twenty-two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned property at sundry locations.

On separate motions made by Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances as passed read respectively as follows (the italic heading in each case not being a part of the ordinance):

1912 South Blue Island Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 5 in Kaspar's Subdivision of that part of Block 11 west of Blue Island Avenue in Johnston & Lee's Subdivision of the Southwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1912 South Blue Island Avenue, Permanent Tax No. 17-20-320-003).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

7114 South Champlain Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 55 and 56 in Whiterell's Subdivision Block 2 in Norton's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7114 South Champlain Avenue, Permanent Tax No. 20-27-204-029-030).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1107 West Chestnut Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 10 in Block 9 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1107 West Chestnut Street, Permanent Tax No. 17-05- 414-010).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

2208 North Clyborne Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Sub Block 4 in the Subdivision of the West 1/2 and Sub-block 5 in the East 1/2 of Block 15 in Sheffield's Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2208 North Clyborn Avenue, Permanent Tax No. 14-32-107-049).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

3517 West Cortland Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 and East 1/2 of Lot 8 in Block 8 Subdivision of Blocks 4 through 9 Edward Simon's Subdivision Southeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3517 West Cortland, Permanent Tax No. 13-35-407- 006).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1421 North Fairfield Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 33 in Block 6 in H. M. Thompson's Subd. of the North West 1/4 of the North East 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1421 North Fairfield Avenue, Permanent Tax No. 16-10-209-015).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1425 North Fairfield Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 35 in Block 6 in Thompson Subdivision of the Northwest quarter of the Northeast quarter of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1425 North Fairfield Avenue, Permanent Tax No. 16-10-209-013).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

7630 South Halsted Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 13 and 14 in Block 16 in West Auburn, a Subdivision of Blocks 1, 2, 3, 4, 13, 14, 15 and 16 in the Subdivision of the Southeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7630 South Halsted Street, Permanent Tax No. 20-29-415-025).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1827-1829 South Harding Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 43 and 44 in Block 5 in Moore's Subdivision of Lot 1 in Superior Court Partition of the West 60 Acres North of Southwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1827-1829 South Harding Avenue, Permanent Tax No. 16-23-309-010).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

410 South Kilborne Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 5 in Block 2 in Counselman's Subdivision of the South 1/2 of the Southeast 1/4 of North West 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 410 South Kilbourn Avenue, Permanent Tax No. 16-15-128-023).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

4068 South Lake Park Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Mckey's Subdivision of Lots 13, 14 and 15 in Block 13 in Cleaverville in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4068 South Lake Park Avenue, Permanent Tax No. 2003-107-034).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1311 North Larrabee Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 21 and 22 in the Resubdivision of the Southeast 20 Feet of Sub Lot 2 and all of Sub-Lots 3 to 28, inclusive, in Subdivision of Lots 56, 58, 60 and 62 and Private Alley Southeast and adjoining the above Lots in Butterfields' Addition to Chicago, being a Subdivision of the West 1/2 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1311 North Larrabee Street, Permanent Tax No. 17-04-130-008).

Subject to 1974, 1975, 1976, 1977 and part of 1978 taxes.

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1159 West Madison Street

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 21 in Subdivision of Block 2 in Canal Trustee's Subdivision of West half and of West half northeast quarter of Section 17, Township 39 North, Range 14 East of the

Third Principal Meridian, in Cook County, Illinois (commonly known as 1159 West Madison Street, Permanent Tax No. 17-17-200-004).

Subject to special assessments.

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

2429 West Madison Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 12 in Wilcox Subdivision of 5 Acres of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2429 West Madison Street, Permanent Tax No. 16-13-203-010).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

6608-6610 South Maryland Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South half of Lot 2 and the North half of Lot 3 in Block 9 in Woodlawn Ridge Subdivision of the South half of the Northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6608-6610 South Maryland Avenue, Permanent Tax Nos. 20-23-120-018 and 019).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1401-1407 East Marquette Road/6607-6611 South Dorchester Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in Block 3 in White and Coleman's Subdivision of Block 4 and Lots 1 to 12 in Block 3 in Junius Mulvey's Subdivision of the South 703.4 feet of the Northeast 1/4 East of the Illinois Central Railroad, Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1401-1407 East Marquette Road/6607-6611 South Dorchester Avenue, Permanent Tax No. 20-23-225-001).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

944 North Racine Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 37 in Block 12 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 944 North Racine Avenue, Permanent Tax No. 17-05-318-031).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1510-1512 South Ridgeway Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Block 3 in Bond's Addition to Chicago, said Addition being a Subdivision of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1510-1512 South Ridgeway Avenue, Permanent Tax No. 16-23-126-019).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

8506 South Stony Island Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Block 4 in Cepek's Subdivision, being a Resubdivision of the East half of the Southeast quarter (except the North half of the North half thereof) of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, including vacated Street therein according to the Plat thereof recorded August 13, 1915 as Document No. 9691417, in Cook County, Illinois (commonly known as 8506 South Stony Island Avenue, Permanent Tax No. 20-35-411-028).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

5653-5659 South Union Avenue/648-658 West 57th Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 13 feet of Lot 21 and all of Lots 22, 23, and 24 in J.W. Farlins' Subdivision of part of the Southeast 1/4 of Lot 40 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5653-5659 South Union Avenue/648-658 West 57th Street, Permanent Tax No. 20-16- 102-048).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1035-1039 East 65th Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 24 in Block 3 in Woodlawn Ridge Subdivision of the South 1/2 of the Northwest 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1035- 1039 East 65th Street, Permanent Tax No. 20-23-117-001).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1024 East 76th Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 24 and the East 1/2 of Lots 25, 26, and 27 (except the West 32-1/2 feet thereof) in Block 47 in Cornell Subdivision in Section 26 and Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1024 East 76th Street, Permanent Tax Nos. 20-26-304-030 and 034).

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

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

**CITY COMPTROLLER AUTHORIZED TO CANCEL QUITCLAIM
DEED AND RE-ADVERTISE FOR SALE CITY-OWNED
PROPERTY AT 2124 WEST 19TH STREET.**

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

WHEREAS, The City Council heretofore approved the sale to the Neighborhood Housing Services Redevelopment Corporation the property commonly known as follows:

City Real Estate No. 2862
2124 West 19th Street

\$1,700.00

Lot 90 in Evan's Subdivision of Block 43 in the Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2124 West 19th Street, Chicago, Illinois).

Pursuant to an ordinance adopted March 25, 1983, and found in the Journal for said date on pages 16529-16530; and

WHEREAS, Neighborhood Housing Services Redevelopment Corporation is no longer interested in the purchase of the above-cited property; now, therefore,

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

SECTION 1. The ordinance adopted by this body on March 25, 1983, approving the sale to the Neighborhood Housing Services Redevelopment Corporation of said above-cited property is hereby repealed.

SECTION 2. The City Comptroller is hereby authorized to cancel the Quitclaim Deed, and re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted separate reports recommending that the City Council pass seven proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

On separate motions made by Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances as passed read respectively as follows (the italic heading in each case not being a part of the ordinance):

7001 South Chicago Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert Hughes, 7000 S. South Chicago Avenue, Chicago, Illinois, 60637 to purchase for the sum of \$71,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, page 3612, described as follows:

Lots 63, 64, 65 and 66 inclusive, in Superior Court's partition of the Subdivision of the Southeast quarter of the Southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian recorded July 3, 1877, as Document No. 141241, all in Cook County, Illinois (commonly known as 7001 S. South Chicago Avenue, Permanent Tax Nos. 20-22-424-001 and 002).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$7,110.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3833-3835 South Indiana Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Apostolic Faith Church, 3813 South Indiana Avenue, Chicago, Illinois to purchase for the sum of \$7,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed July 9, 1984, pages 8095-8096 described as follows:

Lots 6 and 7 in Pickets Subdivision of Lots 1 to 19 in Holmes Subdivision of West half Southwest quarter Southeast quarter Southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3833-3835 South Indiana Avenue, Permanent Tax Nos. 17-34-324-013 and 014).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$750.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2754 West Jackson Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Marillac Social Center, 2822 West Jackson Boulevard, Chicago, Illinois 60612 to purchase for the sum of \$4,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, page 5068 described as follows:

Lots 11 and 12 in R.B. McCalley's Subdivision of Lots 2 and 3 in Block 2 in Rockwell's Addition to Chicago of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2752-2754 West Jackson Boulevard, Permanent Tax Nos. 16-13- 212-025 and 024).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$450.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1224-1236 West Kinzie Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Joseph J. Miceli, 441 North May Street, Chicago, Illinois 60622 to purchase for the sum of \$35,000.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, page 5069 described as follows:

Lots 15 to 19, both inclusive, in Block 1 in Hableton's Subdivision of Lots "E" in Circuit Court Partition of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois (commonly known as 1224-1236 West Kinzie Street, Permanent Tax Nos. 17-08-141-004 and 005).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,500.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2126 West Schiller Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Esmonn L. LaPointe, 2128 West Schiller Street, Chicago, Illinois 60622 to purchase for the sum of \$6,040.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, page 3611 described as follows:

Lot 18 in Block 9 in David S. Lee's Addition to Chicago in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2126 West Schiller Street, Permanent Tax No. 17-06-112-031).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$604.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2132-2136 West Schiller Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lance LaBorde and Penelope LaBorde, 2130 West Schiller Street, Chicago, Illinois to purchase for the sum of \$17,185.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, page 3611 described as follows:

Lots 21 and 22 in Block 9 in D. S. Lee's Addition to Chicago, a Subdivision of part of the east half of the northwest quarter and the west quarter of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2132- 2136 West Schiller Street, Permanent Tax Nos. 17-06-112-028 and 029).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,718.50 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1718 West Wellington Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lake View Trust and Savings Bank, Trust Agreement No. 3459, 1720 West Wellington Avenue, Chicago, to purchase for the sum of \$8,600.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, pages 5072-5073 described as follows:

Lot 41 in Block 2 in Sachsel's Addition to Chicago a Subdivision of the west half of the south half of the northeast quarter of the northeast quarter of that part of the south half of the northwest quarter lying east of the Railroad of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1718 West Wellington Avenue, Permanent Tax No. 14-30-215-040).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$860.00 submitted by the bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

**BID REJECTED AND CITY COMPTROLLER AUTHORIZED
TO RE-ADVERTISE FOR SALE CITY-OWNED
PROPERTY AT 2139 WEST SCHILLER
STREET.**

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

SECTION 1. The City of Chicago hereby rejects the bid of Gregory Haig Jenkins, 2137 West Schiller St., Chicago, IL, 60622 to purchase for the sum of \$3,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1983, pages 3611-12.

SECTION 2. The City Clerk is authorized to deliver the deposit check to the City Comptroller. Said deposit check to be considered liquidated damages for the failure of the successful bidder, as selected by the City Council, to close on the sale of said property within the allotted time.

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

Lot 40 in Block 10 in D. S. Lee's Addition to Chicago, a Subdivision of part of the east half of the northwest quarter and of the west half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2139 West Schiller Street, Permanent Tax No. 17-06-118-115).

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

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

BIDS REPEALED AND CITY COMPTROLLER AUTHORIZED
TO RE-ADVERTISE FOR SALE CITY-OWNED
PROPERTY UNDER "ADJACENT NEIGHBORS
PROPERTY, PHASE II" PROGRAM.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass a proposed ordinance to repeal bids for City-owned property under the Adjacent Neighbors Property, Phase II program and to re-advertise same for sale.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

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 heretofore approved the sale of the Adjacent Neighbors Property, Phase II these properties commonly known as follows:

City Real Estate No. 3751
4137 South Wabash Avenue

Bidder: Fred Harper
Address: 4131 South Wabash Avenue
Amount: \$25.00.

Legal Description.

The north 1/2 of Lot 17 in Block 8 (except that part heretofore taken for widening Wabash Avenue) in Pryor & Hopkin's Subdivision of the west 1/2 of the northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4137 South Wabash Avenue.)

City Real Estate No. 5108
3611 South King Drive

Bidder: Etta Moten Barnett
Address: 3613-3619 South King Drive
Amount: \$10.00.

Legal Description.

The south 8 feet of Lot 13 and the north 16 feet of Lot 20 (except the east 8 feet of said Lots taken for alley) in Bogue's Subdivision of Lots 11 to 14 in Block 1 in the west part of Ellis' Addition to Chicago, in Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3611 South King Drive).

City Real Estate No. 3331
1241 West 110th Place

Bidder: Elzie Higginbottom
Address: 1245 West 110th Place
Amount: \$200.00.

Legal Description.

Lot 17 in Miller's Subdivision of Block 16 in Street's Subdivision of the east 1/2 of the southwest 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1241 West 110th Place).

Pursuant to an ordinance adopted March 30, 1984, and found in the Journal for said date on pages 5711-5730; and

WHEREAS, Those individuals listed above did not qualify as adjacent neighbors; now, therefore

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

SECTION 1. The ordinance adopted by this body on March 30, 1984, approving the sale to the above-mentioned individuals of said above-cited properties is hereby repealed.

SECTION 2. The City Comptroller is hereby authorized to cancel the ordinance, and re-offer these properties for sale to interested parties.

SECTION 3. That the City Comptroller is further authorized and directed to refund the amount that the unqualified individuals paid for said properties.

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

COMMITTEE ON LICENSE.

MUNICIPAL CODE OF CHICAGO AMENDED BY ADDING
NEW CHAPTER 106.2 RELATING TO LICENSING
OF AUDIO-VIDEO REPAIR SHOPS.

The Committee on License submitted the following report:

CHICAGO, November 28, 1984.

To the President and Members of the City Council:

Your Committee on License, to which was referred a proposed ordinance on:

July 27, 1984 -- a proposed ordinance amending the Municipal Code of Chicago by adding a new Chapter 106.2 relating to the licensing of "Audio- Video Repair Shops", as amended,

begs leave that Your Honorable Body do *Pass* said proposed ordinances as amended, which are transmitted herewith.

These recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago is hereby amended by inserting in italics herein, in its proper numerical sequence, a new Chapter, to be known as Chapter 106.2 "Audio-Video Repair Shops", and to read as follows:

106.2-1. The following definitions shall apply in the interpretation and enforcement of this chapter.

(a) "Audio-Video Repair Shops" means any building, structure, premises, enclosure, or other place where the business of doing repair work on or for audio equipment or video equipment, the replacing of parts thereto, or the diagnosis of the operation thereof is conducted.

(b) "Audio Equipment" means any apparatus which by itself or in connection with other equipment transmits, receives or reproduces sound, including but not limited to radios, audio disc or tape players, radio transmission devices or audio receivers or speakers.

(c) "Video Equipment" means any apparatus which by itself or in connection with other equipment transmits, receives or reproduces visual signals, including but not limited to television receivers and monitors, video cassette recorders and video laser disc players.

(d) "Audio-Video Repairman" means any person who repairs audio equipment or video equipment including the reconditioning, replacement, adjustment or alteration of the operating condition including any component or subassembly thereof.

(e) "Estimated Price" means a determination of the price of parts and the price of labor needed to perform offered services, including the price of disassembly and reassembly, if necessary.

(f) "Invoice" means a written listing of the details of the transaction between the repair shop and the customer.

(g) "Repair" means any alteration to audio or video equipment or any diagnostic testing of such equipment.

(h) "Warranty" means a promise made by a manufacturer, distributor or by an audio-video repair shop that equipment will be repaired at no charge or at a reduced charge for parts or labor or both.

(i) "Work Order" means a customer's written authorization for the licensee to perform a service.

(j) "Person" means any individual, firm, partnership, assumed name entity, association, corporation, company or group of individuals acting together for a common purpose or organization of any kind.

(k) "License" means an audio-video shop license.

(l) "Licensee" means a person licensed to engage in the audio-video.

(m) "Pick-up and Delivery Charge" means the fee charged by a licensee for the removal of audio-video equipment from the home or other premises of a customer, the transportation to the licensee's audio-video repair shop and the return to the home or the premises of the customer.

106.2-2. It shall be unlawful for any person to engage in the business of an audio-video repair shop within the City of Chicago without first having obtained a license to do so. The license shall be issued in accordance with the provisions of Chapter 101 of the Chicago Municipal Code upon favorable recommendation of the City of Chicago Department of Consumer Services, and upon payment of the license fee prescribed in this Chapter. (Every license shall be posted in a conspicuous place in that part of the audio-video repair shop to which the public has access.)

106.2-3. An applicant for a license shall disclose the following information on a written application form, signed by the applicant or a local authorized dealer, who shall be a person responsible for the operation of the applicant's local audio-video repair shop:

- (a) The name, address, and telephone number of the applicant;*
- (b) If the applicant is a corporation:*
 - 1) The full name of the corporation;*
 - 2) The date and state of incorporation; and*
 - 3) The names, addresses, and telephone numbers of the corporate officers and its registered agent;*
- (c) If the applicant is a partnership:*
 - 1) The names, addresses, and telephone numbers of all partners; and*
 - 2) A statement whether such partners are general or limited partners in the event the partnership is either a general or limited partnership;*
- (d) If the applicant conducts business under a trade or assumed name:*
 - 1) The full trade or assumed name;*
 - 2) The name of the person doing business under such trade or assumed name; and*
 - 3) The assumed name registration number and where registered.*
- (e) A description of the type of audio or video equipment the applicant will repair;*
- (f) A statement that the applicant engages in the business of audio-video repairs and that all statements in the application are true;*
- (g) A statement indicating whether any owner, corporate officer, partner, proprietor, or current employee of the applicant has been convicted for violation of any of the provisions of this chapter. If any such person has been convicted, the applicant shall state the name and address of such person, the date of conviction, the nature of the charge, and the penalty imposed; and*

(h) A statement whether an audio-video repair shop license issued to the applicant or to any proprietor, owner, partner or corporate officer of the applicant, has been revoked within one year before the date of application. If a license has been revoked, the applicant shall state the name and address of the licensee whose license was revoked, the date of revocation, and the reason for the revocation.

106.2-4. The Commissioner of Consumer Services shall promulgate regulations governing any business licensed under this Chapter by causing such regulations to be published in the Journal of Proceedings of the City Council. These regulations shall become effective forty-five days subsequent to publication unless stricken by a majority vote of the City Council.

106.2-5. It shall be unlawful for any audio-video repair shop to perform any of the following acts or to permit any of the following omissions in relation to the conduct of business:

(a) To make or to authorize in any manner or by any means whatever any material statement written which is false or misleading, and which is known, or which by the exercise of reasonable care should be known to be false or misleading;

(b) To cause or to allow any customer to sign a work order which does not state the repairs, requested by and/or authorized by the customer;

(c) To fail or to refuse to give any customer a copy of any document requiring his signature, as soon as the customer signs such document;

(d) Conduct constituting fraud;

(e) Conduct constituting gross negligence;

(f) To fail to comply with the provisions of this chapter or regulations adopted pursuant to it; or

(g) Conduct constituting an unfair or deceptive practice.

106.2-6. Prior to commencing any repair work on any audio or video equipment, the licensee or his or her agent shall give each customer a written schedule of charge, if such charges are made including the following items:

(a) Service charge;

(b) Pick-up and delivery charge;

(c) Charges for making an estimate of repairs;

(d) Storage charges;

(e) Total charges for release of equipment to be repaired if the equipment is not repaired;

(f) Hourly labor charge, including an explanation of fractional hourly charges or a flat labor charge; and

(g) Installation charges;

(h) All repair work performed by the audio-video repair shop and all parts used to perform such repairs shall be warranted for minimum of 90 days or there shall be a statement on the estimate and the invoice to the effect that the parts supplied by the audio-video repair shop are not warranted for said period. If the parts supplied are subject to a warranty such warranty shall be made available to the customer in writing. The Commissioner of Consumer Services shall adopt by regulation uniform notice for use by all audio-video repair shops regarding warranties.

106.2-7. The Commissioner of Consumer Services shall inspect audio-video repair shops to determine compliance with the provisions of this chapter. Upon evidence of violation by any facility the Commissioner may recommend the revocation of the audio-video repair shop license to the Mayor who may revoke the license of the licensee concerned in the manner prescribed by law.

Every audio-video repair shop shall post, in a conspicuous manner, a sign identifying the Department of Consumer Services as the enforcement body for audio-video repair shops.

106.2-8. The annual license fee for an audio-video repair shop shall be seventy-five dollars (\$75.00).

106.2-9. Any person found guilty of violating, dis-obeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this chapter, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than three hundred dollars (\$300.00) for the first offense and not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00) for the second and each subsequent offense in any 180-day period; provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Civil Practice Act (Ill. Rev. Stat. 1971, Ch. 110, pars 1 et seq.). Repeated offenses in excess of three within any 180-day period may also be punishable as a misdemeanor by incarceration in the county jail for a term not to exceed six months under the procedure set forth in Section 1-201.1 of the Illinois Municipal Code (Ill. Rev. Statutes 1971, Ch. 24, par. 1-2-1.1) and under the provisions of the Illinois Code of Criminal Procedure (Ill. Rev. Stat. 1971, Ch. 38, pars. 100-1, et seq.), in a separate proceeding. A separate and distinct offense shall be regarded as committed each day upon which each person shall continue any such violation, or permit any such violation to exist after notification thereof.

106.2-10. If any provisions, clause, sentence, paragraph, section, or part of this chapter, or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not effect, 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 thereof directly involved in the

controversy in which such judgment shall have been rendered and to the person, firm, corporation, public agency or circumstance involved. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted has such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.

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

CHAPTER 104, SECTION 104.1-2 OF MUNICIPAL CODE
AMENDED CONCERNING LICENSE REQUIREMENT
FOR PUBLIC PLACES OF AMUSEMENT.

The Committee on License submitted the following report:

CHICAGO, November 28, 1984.

To the President and Members of the City Council:

Your Committee on License, to which was referred a proposed ordinance on:

September 6, 1984 -- a proposed ordinance amending Chapter 104.1-2 of the Municipal Code of Chicago relating to license requirement for the public places of amusement, as transmitted,

begs leave that Your Honorable Body do *Pass* said proposed ordinance as amended, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

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. Section 104.1-2 of Chapter 104.1 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

104.1-2. It is unlawful for the owner, *lessee* or [person in control] *manager* of any property to produce, present or conduct thereon or to permit any person to produce, present or conduct thereon, for gain or profit, any amusement, other than those excepted in Section 104.1-1, without first having obtained a license for a public place of amusement.

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

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.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

***Referred--* ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location

KOTLARZ (35th Ward)

W. Fullerton Avenue (north side) at 3550
-- 9:00 A.M. to 4:00 P.M. -- Monday thru
Saturday;

PUCINSKI (41st Ward)

N. Northwest Highway (east side) at
5723 -- 8:00 A.M. to 5:00 P.M. -- Monday
thru Saturday.

*Referred -- DISCONTINUE MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTION ON PORTION OF WEST
112TH PLACE.*

Alderman Kellam for Alderman Sheahan (19th Ward) presented a proposed ordinance amending an ordinance passed by the City Council on January 17, 1958 restricting the movement of vehicular traffic to a single direction on portions of sundry streets be amended by striking therefrom "112th Place from S. Hoyne Avenue to S. Lothair Avenue -- westerly", which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- AMENDMENT FOR MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTION ON PORTION OF NORTH
MONITOR AVENUE.*

Alderman Banks (36th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a single direction on N. Monitor Avenue from the first alley south of Belmont Avenue to W. Diversey Avenue -- southerly (instead of "from W. Belmont Avenue to W. Diversey Avenue -- southerly"), which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- DISCONTINUE PARKING LIMITATION ON PORTION
OF WEST MEDILL AVENUE.*

Alderman Mell (33rd Ward) presented a proposed ordinance to discontinue the limitation against the parking of vehicles on portion of "W. Medill Avenue (north side) from N. Milwaukee Avenue to the first alley west thereof -- 2 hours -- 8:00 A.M. to 2:00 P.M. -- Monday thru Friday", which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- PROHIBITION AGAINST PARKING OF VEHICLES
AT ALL TIMES 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

ROTI (1st Ward)

S. Winchester Avenue between W. Polk Street and Ogden Avenue;

W. 24th Street (north side) at 268;

11/28/84

NEW BUSINESS PRESENTED BY ALDERMEN

11247

Alderman	Location and Distance
<i>RUSH</i> (2nd Ward)	S. Calumet Avenue (west side) at 3142 (except for handicapped);
<i>HUTCHINSON</i> (9th Ward)	S. Yale Avenue (west side) at 12612 (except for handicapped);
<i>VRDOLYAK</i> (10th Ward)	S. Manistee Avenue at 12639 (except for handicapped);
<i>HUELS</i> (11th Ward)	S. Lowe Avenue (east side) at 3359 (except for handicapped);
<i>KELLAM for SHEAHAN</i> (19th Ward)	S. Church Street (east side) at 10313 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	S. Karlov Avenue at 5004 (except for handicapped);
	S. Kostner Avenue at 47th Street to the first alley north and south thereof;
	S. Luna Avenue at 5418 (except for handicapped);
	S. Luna Avenue at 5420 (except for handicapped);
	S. Seeley Avenue (east side) at 3525 (except for handicapped);
	S. Wood Street (west side) at 4636 (except for handicapped);
	W. 51st Street (south side) between S. Rutherford and S. Normandy Avenues (trucks only);
<i>HENRY</i> (24th Ward)	W. Polk Street (north side) at 3928 (except for handicapped);
<i>MARZULLO</i> (25th Ward)	W. 21st Street at 2124 (except for handicapped);
<i>SMITH</i> (28th Ward)	W. Maypole Avenue at 4202 (except for handicapped);
<i>MELL</i> (33rd Ward)	W. Medill Avenue (north side) at 2544 (except for handicapped);

Alderman	Location and Distance
<i>FROST</i> (34th Ward)	W. 108th Place at 1319 (except for handicapped);
<i>BANKS</i> (36th Ward)	N. Merrimac Avenue at 2145 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	N. Octavia Avenue (west side) at 3946 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	W. Thorndale Avenue (south side) at 1721 (except for handicapped); N. Francisco Avenue (west side) at 4942 (except for handicapped); W. Winnemac Avenue at 2704 (except for handicapped);
<i>PUCINSKI</i> (41st Ward)	W. Foster Avenue (north side) west of 5206 N. Delphia Avenue (except for handicapped);
<i>OBERMAN</i> (43rd Ward)	N. Cambridge Avenue at 2334 (except for handicapped);
<i>ORBACH</i> (46th Ward)	W. Cullom Avenue (south side) at 1459 (except for handicapped);
<i>STONE</i> (50th Ward)	N. Campbell Avenue (east side) at 6629 (except for handicapped).

***Referred -- PROHIBITION AGAINST 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
<i>STREETER</i> (17th Ward)	W. 84th Street (north side) between S. LaSalle Street and S. Wentworth Avenue -- 7:00 A.M. to 5:00 P.M. -- Monday thru Friday;

Alderman	Location, Distance and Time
KRYSTYNIAK (23rd Ward)	S. McVicker Avenue from S. Archer Avenue to the first alley south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday thru Saturday;
DAMATO (37th Ward)	W. Grand Avenue (north side) between N. Kilbourn Avenue and N. Kolmar Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday thru Saturday.

Referred -- DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES ON PORTION OF WEST MEDILL AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on portion of "West Medill Avenue (south side) from N. Milwaukee Avenue to the first alley west thereof", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- EXTENSION OF "RESIDENTIAL PARKING ZONE 31".

Alderman Huels (11th Ward) presented a proposed order to extend "Residential Parking Zone 31" to include W. 37th Street and W. 38th Street from the east side of S. Wood Street to the east side of S. Paulina Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- 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)	E. 82nd Street and S. Calumet Avenue -- "2-Way Stop";
VRDOLYAK (10th Ward)	Southeast corner of S. Avenue H and E. 114th Street -- "Stop";
BRADY (15th Ward)	W. 73rd Street at the intersection of S. Maplewood Avenue -- "Stop"; W. 66th Street and S. Mozart Street (one way streets/eastbound and southbound) -- "Stop";

Alderman

Location and Type of Sign

W. 73rd Street and S. California Avenue
"All-Way Stop";

KELLAM for SHEAHAN (19th Ward)

S. Talman Avenue and W. 106th Street --
"2-Way Stop";

S. Talman Avenue and W. 104th Street --
"2-Way Stop";

W. 113th Street and S. Sacramento
Avenue -- "2-Way Stop";

SHERMAN (21st Ward)

W. 94th Street and S. Lowe Avenue --
"All-Way Stop";

W. 91st Street and S. Marshfield Avenue
-- "All-Way Stop";

W. DAVIS (27th Ward)

N. Rockwell Street at the intersection of
W. Huron Street -- "Stop";

SMITH (28th Ward)

3800 block of W. Jackson Boulevard;
3900 block of W. Jackson Boulevard; and
300 block of S. Springfield Avenue --
"Deaf Children Crossing";

FROST (34th Ward)

W. 109th Street and S. Wentworth
Avenue -- "4-Way Stop";

DAMATO (37th Ward)

Northwest corner of N. Lamon Avenue
and W. Maypole Avenue -- "Stop";

CULLERTON (38th Ward)

N. McVicker Avenue and W. Cullom
Avenue -- "Stop";

N. Melvina Avenue and W. Cuyler
Avenue -- "Stop";

W. Addison Street and N. Narragansett
Avenue -- "Traffic";

O'CONNOR (40th Ward)

W. Bryn Mawr Avenue and N. Campbell
Avenue -- "2-Way Stop";

NATARUS (42nd Ward)

W. Superior Street and N. Hudson
Avenue -- "4-Way Stop";

Alderman	Location and Type of Sign
<i>McLAUGHLIN</i> (45th Ward)	N. Lotus Avenue and W. Catalpa Avenue -- "Stop"; W. Balmoral Avenue and N. Luna Avenue -- "4-Way Stop"; N. Central Avenue and Goodman Street - - "All Way Stop";
<i>SCHULTER</i> (47th Ward)	W. Eddy Street and N. Wolcott Avenue -- "Stop";
<i>STONE</i> (50th Ward)	Southwest and southeast corners at N. Western Avenue and W. Howard Street -- "No Turn On Red"; East-West alley bounded by W. Howard Street, N. Rockwell Street, W. Jerome Street and N. Maplewood Avenue -- "No Through Traffic."

Referred -- SURVEYS FOR INSTALLATION OF TRAFFIC
SIGNS AT SPECIFIED INTERSECTIONS.

The aldermen named below presented three proposed orders for a survey for the installation of traffic signs for 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
<i>KELLAM</i> (18th Ward)	W. 77th Street and S. Kedzie Avenue -- "Stop"; W. 82nd Street at S. Hamlin Avenue - - "Stop"; W. 82nd Street and S. Kedzie Avenue -- "Stop";
<i>D. DAVIS</i> (29th Ward)	Corners of Menard and Thomas Streets -- "Stop".

Referred -- INSTALLATION OF TRAFFIC CONTROL
SIGNALS.

Alderman Laurino (39th Ward) presented a proposed order for the installation of automatic traffic control signals at the intersection of W. Hiawatha Avenue and N. Cicero Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUE PROHIBITION OF MOVEMENT
OF TRUCKS AND COMMERCIAL VEHICLES ON
PORTION OF WEST 26TH STREET.

Alderman Stemberk (22nd Ward) presented a proposed ordinance to discontinue the prohibition of movement of trucks and commercial vehicles in excess of 33 feet in length, on portion of "W. 26th Street (both sides) between S. Troy Street and S. Kenton Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- RECLASSIFICATION OF PARTICULAR AREAS.

Alderman Mell (33rd Ward) presented two proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

To classify as an R3 General Residence District instead of an R4 and R5 General Residence District the area shown on Map No. 7-I bounded by

W. Schubert Avenue; the alley next east of N. Troy Street; the alley next south of W. Schubert Avenue; the alley next east of N. California Avenue; W. Schubert Avenue; N. Avondale Avenue; N. Artesian Avenue; the alley next north of W. Altgeld Street; the alley next west of N. Richmond Street; W. Altgeld Street; N. Sacramento Avenue; the alley next northeast of N. Milwaukee Avenue; N. Willetts Court; the alley next south of W. Logan Boulevard; the alley next northeast of N. Milwaukee Avenue; the alley next west of N. Sacramento Avenue; the south line of W. Logan Boulevard; the east line of N. Kedzie Avenue; N. Albany Avenue; the alley next east of N. Kedzie Boulevard; N. Linden Street; the alley next west of N. Sacramento Avenue; the alley next north of W. Fullerton Avenue; N. Kedzie Avenue; the north line of W. Logan Boulevard; a line 73 feet east of N. Kedzie Avenue; the alley next south of W. Schubert Avenue; the alley next west of N. Troy Street.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-I bounded by

a line 125 feet south of W. Irving Park Road; N. California Avenue; the alley next north of W. Addison Street; the alley next west of N. California Avenue; W. Grace Street; N. Mozart Avenue; W. Byron Avenue; and the alley next west of N. California Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented three proposed claims against the City of Chicago for the claimants names as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
HENRY (24th Ward)	George Branch;
NARDULLI (26th Ward)	Gregory H. Scott and Joseph F. Putignano;
MELL (33rd Ward)	Alvin K. Goodman.

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 -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances to grant permission and authority to maintain and use specified privileges in the public way, which were *Referred to the Committee on Streets and Alleys*, as follows:

Fine Arts Venture -- to maintain and use, as now constructed, a tunnel under and across the north-south public alley between South Wabash and South Michigan Avenues near East Van Buren Street, et cetera;

Orchestral Association -- to maintain and use, as now installed under the surface of the street and alley, the conduits, pipes, vaults and related equipment under and across the north-south alley between South Michigan and South Wabash Avenues near East Jackson Boulevard.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred -- AMENDMENT OF CHAPTER 27, SECTION 27-317(a)
OF CHICAGO MUNICIPAL CODE TO EXPAND APPLICATION
OF RESIDENTIAL PARKING PERMITS.

A proposed ordinance to amend Chapter 27, Section 27-317, sub-paragraph (a) of the Chicago Municipal Code to expand the application of residential parking permits, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PAYMENT REQUIREMENT OF CERTAIN SPECIAL
POLICE LICENSE FEE.

Also a proposed ordinance to require the special police employed by the University of Chicago to pay the appropriate license fee of ten dollars pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SAWYER (6th Ward):

Referred -- OPERATION OF NEWSPAPER STAND AT EAST
83RD STREET AND SOUTH STATE STREET.

A proposed order to authorize and direct the Commissioner of Public Works to issue a permit to Paul Boyd to operate a newspaper stand on the northeast corner of E. 83rd Street and S. State Street during the hours of 5:00 A.M. and 6:00 P.M. for seven days a week, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BEAVERS (7th Ward):

Referred -- MAINTENANCE AND USE OF EXISTING
CANOPY.

A proposed order for the issuance of a permit to South Chicago Community Hospital to maintain and use an existing canopy attached to the building or structure located at 2311 East 92nd Place, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUMES (8th Ward):

Referred -- CONSTRUCTION AND MAINTENANCE OF
CANOPY.

A proposed order for the issuance of a permit to Thomas and Moore to construct, maintain and use a canopy attached to the building or structure located at 1632 East 87th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR CLOSING
OF SPECIFIED ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the closing of the alley (Dauphine Avenue) to vehicular traffic by erecting semi-permanent barricades from E. 108th Street to E. 109th Street and S. Rhodes Avenue; said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hutchinson, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

CONGRATULATIONS EXTENDED TO CHICAGO BEARS
FOOTBALL TEAM ON CAPTURING 1984
NATIONAL FOOTBALL CENTRAL
DIVISION CHAMPIONSHIP.

WHEREAS, The Chicago Bears are the 1984 Champions of the National Football Conference Central Division; and

WHEREAS, The Chicago Bears have excited all Chicagoans this year with superior play on the football field; and

WHEREAS, The Chicago Bears dedicated their title-clinching victory to a true Chicago legend, the late, great George S. Halas; and

WHEREAS, The Chicago Bears have been led by a dynamic coach, Mike Ditka; and

WHEREAS, The entire City of Chicago wishes the Chicago Bears wholehearted support as they enter the 1984 National Football League Playoffs; and

WHEREAS, The entire City of Chicago joins the Bears in their desire to become 1984 Super Bowl Champions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of November, 1984, A.D., do hereby salute and congratulate the Chicago Bears, the National Football Conference Central Division Champions, and extend our best wishes as they enter the playoffs striving towards a Super Bowl Championship.

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

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

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Marathon Pipe Line Company to maintain and use as now installed a pipe line for the transmission of oil and other products from Hammond Indiana, to the property on the southeast side of the Calumet River, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO DE LA SALLE VARSITY
FOOTBALL TEAM FOR OBTAINING CATHOLIC
LEAGUE CHAMPIONSHIP.

A proposed resolution reading as follows:

WHEREAS, De La Salle Institute has won its first Catholic League Championship by defeating Gordon Tech High School by a score of 21-3 on Saturday, November 24, 1984, at Hansen Stadium; and

WHEREAS, The De La Salle Meteors have never won this title before, and that it is a result of a total team effort that they have done so now; and

WHEREAS, Under the direction of Head Coach Todd Wernet, the De La Salle Meteors will now compete in the 51st Prep Bowl on Saturday, December 1, 1984, at Soldier Field against the Public League Champion -- Julian High School; and

WHEREAS, De La Salle Institute is a very prominent institution whose alumni consists of many significant and outstanding individuals, such as the great Mayor Richard J. Daley, the State's Attorney of Cook County Richard M. Daley, the present 11th Ward Alderman Partick M. Huels, and many other elected officials; and

WHEREAS, Many members of the De La Salle Alumni and the present enrollees are residents of the great 11th Ward of the City of Chicago; and

WHEREAS, The De La Salle Meteors, must now go forth with an all-out effort to become the champions of the 51st Prep Bowl of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered together on this 28th day of November in 1984, do hereby congratulate the coaches and players of the 1984 De La Salle Varsity Football Team on their victory in becoming the Catholic League Champions, and we would like to extend our best wishes to them for continued success in the future, an especially a victory in the Prep Bowl on December 1, 1984; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the De La Salle Institute.

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*.

TRIBUTE TO LATE GERALD J. CANNON.

Also a proposed resolution reading as follows:

WHEREAS, Gerald J. Cannon, the former Director of the City of Chicago's Department of Revenue, had passed away at the age of 43 on November 21, 1984; and

WHEREAS, Mr. Cannon had also served the City of Chicago in several administrative positions during his career; and

WHEREAS, Mr. Cannon also served as Director of the Mayor's Office of Inquiry and Information, as well as the Revenue Director; and

WHEREAS, Gerald J. Cannon was a precinct captain of the 11th Ward Regular Democratic Organization and served that organization under the great Mayor Richard J. Daley; and

WHEREAS, Gerald J. Cannon was also a member of the Hamburg Athletic Association and several other community organizations within the 11th Ward; and

WHEREAS, Mr. Cannon is survived by his wife, Janice; his two daughters, Heather and Rachel; his mother, Opal Cannon; two sisters, Lois Flynn and Janice Bianchi-Lurati; and a brother, William; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby mourn the untimely death of Gerald J. Cannon, a fine public servant and dedicated employee of the City of Chicago, and that we also extend our deepest sympathy to the family of Gerald J. Cannon, with whom we share the loss of such a fine citizen of, not only the 11th Ward, but of the entire City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Gerald J. Cannon.

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*, by a rising vote.

Presented by

**ALDERMAN MADRZYK (13th Ward) AND
ALDERMAN KRYSTYNIAK (23rd Ward):**

Referred -- AMENDMENT OF CHAPTER 194A, SECTION
7.12 OF CHICAGO MUNICIPAL CODE CONCERNING
OFF-STREET PARKING REGULATIONS.

A proposed ordinance to amend Chapter 194A, Section 7.12 of the Chicago Municipal Code concerning off-street parking regulations, which was *Referred to the Committee on Zoning*.

Presented by

**ALDERMAN BURKE (14th Ward), ALDERMAN GABINSKI
(32nd Ward) AND ALDERMAN ROTI (1st Ward):**

Referred -- ESTABLISHMENT OF CHICAGO TAX AMNESTY
ORDINANCE.

A proposed ordinance to establish a Chicago Tax Amnesty Ordinance. The Amnesty Program shall be for a period from January 1, 1985 through March 31, 1985, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN KELLAM (18th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the southwesterly 33 feet of S. Christiana Avenue lying between the southeasterly line of W. Columbus Avenue and a line 100 feet southeasterly of and parallel to the southeasterly line of W. Columbus Avenue for John Paulopoulos (No. 35-18-84-941); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kellam, the foregoing proposed order was *Passed*.

CONGRATULATIONS EXTENDED JEREMIAH AND MARY
HANIFIN ON THEIR GOLDEN WEDDING
ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, Jeremiah and Mary Hanifin are celebrating their 50th Wedding Anniversary on December 1, 1984, with their children, Michael, Maureen and Elizabeth and many wonderful grandchildren; and

WHEREAS, Both are natives of County Kerry, Ireland, who came to Chicago and were married in St. Gabriel's Church on December 1, 1934; and

WHEREAS, Jeremiah and Mary Hanifin exemplify the goal to which most humans aspire, typifying the togetherness, the warmth, and the sense of mutual accomplishment that are key factors in an enviable 50 years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this 28th day of November, 1984, A.D., do hereby offer our most sincere congratulations and best wishes to Mr. and Mrs. Jeremiah Hanifin on their Golden Wedding Anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Jeremiah Hanifin.

Alderman Kellam 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 Kellam, the foregoing proposed resolution was *Adopted*.

Referred -- OPERATION OF NEWSPAPER STAND AT
SPECIFIED LOCATION.

Also a proposed order to grant permission to Orlando Cruz to operate a newspaper stand on the southwest corner of W. 79th Street and S. Damen Avenue, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented for

ALDERMAN SHEAHAN (19th Ward):

Referred -- INSTALLATION OF SIGN/SIGNBOARD AT 2116
WEST 95TH STREET.

A proposed order, presented by Alderman Kellam for Alderman Sheahan, to direct the Commissioner of the Department of Inspectional Services to issue a sign permit to Artisan Signs to install a sign/signboard at 2116 W. 95th Street, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN SHERMAN (21st Ward):

Referred -- OPERATION OF NEWSPAPER STAND AT
SPECIFIED LOCATION.

A proposed order to grant permission to David F. Steen to operate a newspaper stand on the northeast corner of W. 85th Street and S. Vincennes Avenue, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Referred -- INSTALLATION OF SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

Also a proposed order for the issuance of a sign permit to Outdoor Media, Inc., to install a sign/signboard on lots 6 and 7 on Michigan Avenue between 100th Street and 100th Place, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

Referred -- MAINTENANCE AND USE OF
EXISTING CANOPY.

A proposed order for the issuance of a permit to Marzano's Miami Bowl, Inc. to maintain and use an existing canopy attached to the building or structure located at 5023 S. Archer Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HENRY (24th Ward):

Referred -- INSTALLATION OF SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

A proposed order for the issuance of a sign permit to Outdoor Media, Inc., to install a sign/signboard at 606 Independence Boulevard for general advertisers, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MARZULLO (25th Ward):

-Referred -- MAINTENANCE OF EXISTING CANOPY.

A proposed order for issuance of a permit to Franciscan Sisters Health Care Corporation to maintain and use an existing canopy attached to the building or structure located at 2875 W. 19th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- SUBMISSION OF URBAN DEVELOPMENT ACTION
GRANT APPLICATION FOR PROJECT BY STUDIO
NETWORK, INCORPORATED.

A proposed ordinance for the submission of an Urban Development Action Grant application for the partial funding of a project by Studio Network, Inc., which was *Referred to the Committee on Finance*.

Referred -- MAINTENANCE OF EXISTING CANOPIES
AT SPECIFIED LOCATIONS.

Also two proposed orders to issue permits to the organizations listed below to maintain and use existing canopies attached to specific buildings or structures, which were *Referred to the Committee of Streets and Alleys*, as follows:

Chicago Stadium Corporation -- to maintain and use an existing canopy at 1800-1858 W. Madison Street;

North Jefferson Partnership -- to maintain and use an existing canopy at 156 N. Jefferson Street.

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT AT
SPECIFIED LOCATION.

A proposed order for the installation of an alley light at the rear of the premises at 5331 W. Madison Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred -- MAINTENANCE OF EXISTING CANOPIES
AT SPECIFIED LOCATIONS.

Also two proposed orders to issue permits to the organizations listed below to maintain and use of existing canopies attached to specific buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Butera Finer Foods, Inc. -- to maintain and use an existing canopy at 5140 W. Diversey Avenue;

Dang Hoe Restaurant Corporation -- to maintain and use an existing canopy at 4003 W. Fullerton Avenue.

Presented by

ALDERMAN SANTIAGO (31st Ward) AND OTHERS:

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 190 CONCERNING PUBLIC WELFARE
OF MINORS.

Alderman Santiago moved to suspend the rules temporarily for the immediate consideration of and action upon a proposed ordinance, presented by Aldermen Santiago, Roti, Stone, Laurino, Mell, Pucinski, Huels, Brady, Nardulli, Kellam, Vrdolyak, Hansen, Damato, Banks, Schuler, Orbach, McLaughlin, O'Connor, Krystyniak, Hagopian, Cullerton, Gabinski

and Madrzyk, to amend Chapter 190, Section 190-2 and by the addition of a new Section 190-12 of the Chicago Municipal Code concerning the public welfare of minors. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Vrdolyak, Huels, Madrzyk, Burke, Brady, Kellam, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Natarus, Oberman, Volini, Orr -- 18.

Thereupon, Alderman Santiago moved to *Refer* said proposed ordinance to the Committee on Police and Fire. The motion *Prevailed* and said proposed ordinance was *Referred to the Committee on Police and Fire*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to the Salvation Army Chicago Central Adult Rehabilitation Center, to maintain and use as now constructed, an existing vault beneath public alley adjacent to 509 N. Union Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN GABINSKI (32nd Ward) AND OTHERS:

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance, presented by Aldermen Gabinski, Kotlarz, Mell, Laurino and McLaughlin, to grant permission and authority to Digi-Net, Inc., to install and maintain a communication cable at 600 W. Grand Avenue and continuing in a northwest direction a specified distance, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN FROST (34th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

11034 S. State Street,
306 W. 106th Street,
338 W. 115th Street, and
1502 W. 114th Place,

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:

11034 S. State Street,
306 W. 106th Street,
338 W. 115th Street, and
1502 W. 114th Place,

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 Frost, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- OPERATION OF NEWSPAPER STAND AT
SPECIFIED LOCATION.

Also a proposed order to grant permission to Charlie Mae Bam to operate a newsstand on the southeast corner of S. Normal Avenue and W. 119th Street in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BANKS (36th Ward):

Referred -- MAINTENANCE OF EXISTING CANOPIES.

Three proposed orders to issue permits to the organizations listed below to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Firestone of Belmont, Incorporated -- to maintain and use an existing canopy at 5811 W. Belmont Avenue;

New Polonia Club, Incorporated -- to maintain and use an existing canopy at 6101 W. Belmont Avenue;

Seong Doo Kim -- to maintain and use an existing canopy at 6956 W. Diversey Avenue.

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred -- INSTALLATION SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Acme-Wiley Corporation, to install a sign/signboard at 3443 W. Addison Street for K-Mart, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN DAMATO (37th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Augusta Building Corporation, to maintain and use as now constructed a railroad switch track over and across W. Augusta Boulevard from a point on the north line thereof ten (10) feet east of the east line of N. Kilpatrick Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN CULLERTON (38th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT AT
5620 WEST BELMONT AVENUE.

A proposed order for the installation of an alley light at the rear of 5620 W. Belmont Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Posen Enterprises to construct and maintain a facade attached to 5320 N. Kedzie Avenue for a period of five (5) years, which was *Referred to the Committee on Streets and Alleys*.

Referred -- EXEMPTION FROM SEWER SERVICES CHARGE.

Also a proposed ordinance to exempt the Association of Jewish Blind of Chicago Home and Recreation Center, 3225 W. Foster Avenue, from the first One Thousand Dollar (\$1,000) charge of sewer services in 1984, which was *Referred to the Committee on Finance*.

Referred -- INSTALLATION OF BUS PASSENGER SHELTER
AT 5800 NORTH PULASKI ROAD.

Also a proposed order to give consideration to the installation of a bus passenger shelter in front of 5800 N. Pulaski Road, (Senate Apts. for Senior Citizens Center), which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF NORTH SAYER AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the easterly 96 feet of the first southwesterly- northeasterly 20-foot public alley northerly of N. Sayre Avenue in the block bounded by W. Imlay Street, N. Sayre Avenue, N. Northwest Highway, and N. Nordica Avenue for Lucille Ekdahl (No. 6-41-84-927); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Pucinski, the foregoing proposed order was *Passed*.

Referred -- EXEMPTION FROM SEWER SERVICES CHARGE.

Also a proposed ordinance to exempt the Norwegian Old Peoples Home, 6016 N. Nina Avenue, from the first One Thousand Dollar (\$1,000) charge for sewer services in 1984, which was *Referred to the Committee on Finance*.

*Referred -- OPERATION OF NEWSPAPER STAND
AT SPECIFIED LOCATION.*

Also a proposed order to grant permission to John Pontikes to operate a newspaper stand on the northwest corner of Harlem and Foster Avenues in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- INSTALLATION SIGNS/SIGNBOARDS
AT SPECIFIED LOCATIONS.*

Also two proposed orders for issuance of sign permits to install signs/signboards, which were *Referred to the Committee on Zoning*, as follows:

Issue a permit to A.M. Carson, to install a sign/signboard at 6125 N. Milwaukee Avenue for McDonald's;

Issue a permit to Flashtrac Sign Company, to install a sign/signboard at 8420 W. Bryn Mawr Avenue for Bennigans.

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 36.1 CONCERNING STREET PERFORMANCE
ORDINANCE.*

A proposed ordinance to amend Chapter 36.1, Section 5 of the Chicago Municipal Code concerning amendments to the Chicago Street Performance Ordinance, which was *Referred to a Joint Committee composed of the members of the Committee on Streets and Alleys and the members of the Committee on Cultural Development and Historical Landmark Preservation*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 36.1 CONCERNING STREET PERFORMANCE
ORDINANCE.

Also a proposed ordinance to amend Chapter 36.1, Sections 5(b)(2) and 5(d)(2) which deal with required passage for the public on sidewalks, which was *Referred to a Joint Committee composed of the members of the Committee on Streets and Alleys and the members of the Committee on Cultural Development and Historical Landmark Preservation.*

Presented by

**ALDERMAN OBERMAN (43rd Ward) AND
ALDERMAN PUCINSKI (41st Ward):**

DECEMBER 3-10, 1984 PROCLAIMED "STOP TORTURE
WEEK" IN CHICAGO.

A proposed resolution reading as follows:

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

WHEREAS, The City, as a home rule unit, may actively investigate and address the concerns of its constituents, and represent them both to our national representatives and leaders and to the peoples of other states and nations; and

WHEREAS, Amnesty International, the worldwide human rights organization and winner of the 1977 Nobel Peace Prize, has documented in its report, "Torture in the Eighties" and elsewhere that one-third of the world's governments systematically torture their own citizens and that torture occurs in every region of the world, regardless of ideological boundaries; and

WHEREAS, International law absolutely prohibits torture; and

WHEREAS, Amnesty International has launched a worldwide campaign to abolish torture, calling on governments to implement concrete measures to eradicate torture; and

WHEREAS, The United Nations has declared 1976-1985 the Decade for Women, and women prisoners suffer beatings, sexual assaults and other forms of physical and psychological torture; and

WHEREAS, December 10, 1984 is International Human Rights Day and the 36th anniversary of the Universal Declaration of Human Rights, and Amnesty International has requested that this Council proclaim December 3-10, 1984 as "Stop Torture Week" in the City in support of Amnesty's Campaign to abolish torture; and

WHEREAS, This Council desires to express its support for Amnesty's Campaign to abolish torture and to encourage all citizens to participate in the activities of the campaign; now, therefore,

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

SECTION 1. December 3-10, 1984 is hereby proclaimed as "Stop Torture Week" in the City in support of Amnesty International's Campaign to Abolish Torture. The City of Chicago, Cook County, Illinois hereby proclaims its condemnation of torture wherever it occurs and endorses Amnesty International's Campaign to Abolish Torture.

SECTION 2. All citizens are hereby urged to support the activities of Amnesty International's Campaign to Abolish Torture, including participation in Amnesty's Urgent Action Network through letter-writing on behalf of individual prisoners in danger of torture.

SECTION 3. The City of Chicago, Cook County, Illinois hereby appeals to all governments throughout the world to condemn torture, establish safeguards against the use of torture during interrogation and incarceration of detainees, conduct impartial investigation of torture allegations, and provide compensation and rehabilitation of torture victims.

SECTION 4. The City Clerk shall convey a certified copy of this resolution to the State Department and to Amnesty International.

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

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

Presented by

ALDERMAN HANSEN (44th Ward):

**COMMENDATION EXTENDED TO CHICAGO POLICE
LIEUTENANT PETER SCHURLA.**

A proposed resolution reading as follows:

WHEREAS, The great success of the Chicago Cubs during the 1984 Baseball Season created unprecedented traffic and crowd congestion in a primarily residential neighborhood known as Wrigleyville; and

WHEREAS, Chicago Police Lieutenant Peter Schurla, head of the Special Police Detail Unit assigned to the Wrigley Field area, handled the difficulties brought about by enormous crowds in an exemplary manner, and there was not a single untoward traffic or crowd control incident during the Cubs playoff games; and

WHEREAS, The City of Chicago traffic engineers developed unique methods of improving traffic flow, and these were successfully implemented by Lieutenant Schurla under trying circumstances; and

WHEREAS, Lieutenant Schurla, a twenty-eight year veteran of the Police Department with numerous decorations and citations, has proven himself an immensely capable and worthy public servant; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of November, 1984, A.D., do hereby offer our congratulations and extreme gratitude to Chicago Police Lieutenant Peter Schurla on his exemplary performance in traffic and crowd control during the 1984 Season of the Chicago Cubs, and especially during the unprecedented flow into Wrigleyville during the Cubs Playoff Games; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Lieutenant Peter Schurla.

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*.

Presented by

ALDERMAN HANSEN (44th Ward) AND OTHERS:

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 15.2 STIPULATING CONDITIONS FOR
ISSUANCE OF INDUSTRIAL REVENUE BONDS.

A proposed ordinance, presented by Aldermen Hansen, Pucinski, Damato, Mell and Burke, to amend the Chicago Municipal Code by the addition of a new section to be known as Section 15.2-17 stipulating the conditions under which industrial revenue bonds will be issued, which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT AT
SPECIFIED LOCATION.

A proposed order for the installation of an alley light at the rear of 4615 N. Winchester Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ERECTION OF FLAGPOLE AT SPECIFIED
LOCATION.

Also a proposed order for the erection of a flagpole in front of 4750 N. Lincoln Avenue,
which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN ORR (49th Ward):

COMMENDATIONS EXTENDED SULLIVAN HIGH SCHOOL
FOOTBALL TEAM AS WINNERS OF
CONFERENCE CHAMPIONSHIP.

A proposed resolution reading as follows:

WHEREAS, The Sullivan High School football team captured the Public League Northeast conference title this season by winning all six conference games played; and

WHEREAS, Sullivan High has succeeded in winning this title for five consecutive years;
and

WHEREAS, This conference title earned the Tigers the opportunity to again carry their brand of top quality football to the state playoffs; and

WHEREAS, Under the leadership of coach Mike Pols and assistant coach Butch Jacobson, Sullivan has developed a truly outstanding athletic program; and

WHEREAS, This record of accomplishment is a source of pride and inspiration to Sullivan's students and its neighborhood; now, therefore,

Be It Resolved, That the City Council of the City of Chicago commends the Sullivan High School Tigers for winning their conference championship and for representing Chicago in the state playoffs; and

Be It Further Resolved, That the Clerk of the City of Chicago shall prepare a suitable copy of this resolution for presentation to Coach Pols and Sullivan High School.

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

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

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance, as follows:*

Free Permit:

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital -- for renovation work on the 11th floor nursing station by Pora Construction Company on the premises known as 2900 N. Lake Shore Drive.

License Fee Exemptions:

BY ALDERMAN ROTI (1st Ward):

Louise Burg Hospital, 255 W. Cermak Road.

BY ALDERMAN BRADY (15th Ward):

Holy Cross Hospital, 2701 W. 68th Street.

BY ALDERMAN DAVIS (29th Ward):

Loretto Hospital, 645 S. Central Avenue.

BY ALDERMAN SANTIAGO (31st Ward):

Walther Memorial Hospital, 1116 N. Kedzie Avenue.

BY ALDERMAN FROST (34th Ward):

Roseland Community Hospital Association, 45 W. 111th Street.

BY ALDERMAN DAMATO (37th Ward):

Saint Anne's Hospital, 4950 W. Thomas Street.

BY ALDERMAN LAURINO (39th Ward):

Association of Jewish Blind of Chicago Home and Recreation Center, 3525 W. Foster Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital, 5700 N. Ashland Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

Chicago Center Hospital, 426 W. Wisconsin Street.

BY ALDERMAN ORBACH (46th Ward):

Thorek Hospital and Medical Center, 850 W. Irving Park Road.

BY ALDERMAN STONE (50th Ward):

License Fee Exemptions:

Jewish Peoples Convalescent Home 6512 N. California Avenue.

Northwest Home for the Aged, 6300 N. California Avenue

The Ark, 2341 W. Devon Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN RUSH (2nd Ward):

Chicago Youth Centers, 3947 S. Michigan Avenue -- boiler and fuel burning inspection.

BY ALDERMAN BLOOM (5th Ward):

St. Mary's Square Living Center of Chicago, Inc., 7270 S. South Shore Drive -- boiler/fuel burning and unfired pressure vessel, building, elevator and mechanical ventilation inspections (4).

BY ALDERMAN HUELS (11th Ward):

Peter E. Cuchetto, 3121 S. Shields Avenue -- building inspection.

BY ALDERMAN SHEAHAN (19th Ward):

Washington and Jane Smith Home, 2340 W. 113th Place -- elevator and mechanical ventilation inspections (2).

BY ALDERMAN NARDULLI (26th Ward):

Saint Mary of Nazareth Hospital Center, 2233 W. Division Street -- institutional inspection.

BY ALDERMAN GABINSKI (32nd Ward):

Women's American ORT, 2710 W. Devon Avenue -- sign inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old Peoples Home, 6016 N. Nina Avenue -- driveway inspection.

Norwood Park Home, 6016 N. Nina Avenue -- boiler inspection.

BY ALDERMAN NATARUS (42nd Ward):

Cancellation of Warrants for Collection:

Northwestern Memorial Hospital, 215 E. Chicago Avenue -- boiler/fuel burning and unfired pressure vessel inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Grant Hospital, 551 W. Grant Place -- sign and surcharge inspections.

Refund of Fee:

BY ALDERMAN PUCINSKI (41st Ward):

Presbyterian Church of Norwood Park, 5849 N. Nina Avenue -- refund of license fee for the amount of \$75.00.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (October 31, 1984).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, October 31, 1984, as follows:

Page 10715 - by deleting the language "B4-5 Restricted Service" appearing on the fifteenth and sixteenth lines from the top of the page and inserting the language "R5 General Residence" in lieu thereof;

Page 10715 - by deleting the language "C1-3 Restricted Commercial" appearing on the ninth line from the bottom of the page and inserting the language "B4-5 Restricted Service" in lieu thereof.

The motion *Prevailed*.

JOURNAL (November 14, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 14, 1984 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

U N F I N I S H E D B U S I N E S S .

EXECUTION OF AMENDED/RESTATED REDEVELOPMENT
AGREEMENT FOR SALE OF LAND IN NORTH
LOOP PROJECT TO LIBRA PARTNERS/
AMERICANA/URBAN VENTURE.

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 October 31, 1984, pages 10256 and 10263 thru 10378, recommending that the City Council pass a proposed ordinance concerning the execution of an amended/restated redevelopment agreement for the sale of land in the North Loop project to Libra partners/Americana/Urban Venture.

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

Yeas -- Aldermen Roti, Evans, Bloom, Sawyer, Beavers, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Stone -- 40.

Nays -- None.

Aldermen Stemberk moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The sale of Block 16 in the North Loop Redevelopment Area to Libra Partners/Americana/Urban Venture (the "Developer") and the execution of a restated redevelopment agreement was approved by the City Council on June 20, 1984; and

WHEREAS, This restated redevelopment agreement provided for the conveyance of Block 16 no later than September 30, 1984; and

WHEREAS, Developer failed to purchase Block 16 by September 30, 1984; and

WHEREAS, At its meeting on October 16, 1984, the Commercial District Development Commission, by Resolution No. 84-CDDC-38, approved the amended/restated redevelopment agreement of Block 16 in the North Loop Redevelopment Area; now, therefore,

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

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

Area	Total Price
Block 16: Wacker State, Lake, Dearborn	\$11,000,000

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

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

SECTION 3. The ordinance adopted by the City Council on June 20, 1984, approving the sale of Block 16 to Libra Partners/Americana/Urban Venture, is hereby superceded.

SECTION 4. In the event that the contract is not executed pursuant to and in compliance with the terms and the time frame set forth in the amended/restated redevelopment agreement, all negotiations between the City of Chicago and the developer shall terminate.

SECTION 5. This ordinance shall be effective immediately upon passage and approval.

[Restated Redevelopment Agreement printed on
pages 11277 thru 11390 of this Journal.]

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Eugene Sawyer President Pro Tem., called the Council's attention to the presence of the following visitors:

55 students from McCorkle School, accompanied by Elizabeth Bumpers.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

(Continued on page 11391)

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

This restated Agreement, originally dated as of February 18, 1983 and restated and amended as of September 30, 1984 is made by and between the City of Chicago, a public body corporate, having its offices at City Hall, 120 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and Libra Partners/Americana/Urban Venture (the "Purchaser"), having its principal office at Suite 2100, 333 W. Wacker Dr., Chicago, Illinois 60606.

CERTAIN DEFINITIONS

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

Closing Date: The date specified in Paragraph 2 below.

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

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

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

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

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

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

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

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

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

Notices: See Paragraph 21.

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

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

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

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

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

Purchase Price: The amount specified in Paragraph 1 below.

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

and, as revised, approved by the Commission on October 12, 1982 which plan was approved by the City Council as stated in Recital A, (b) the North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as so revised, approved by the City Council on October 22, 1981. The guidelines were further revised by the Commission on October 12, 1982 and, as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, approved by the City Council on October 27, 1982 and (c) the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984 revised April, 1984) approved by the City Council on June 20, 1984. The Redevelopment Documents include any revision in such plan and guidelines made from time to time by the City provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

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

INTRODUCTORY STATEMENT (RECITALS)

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

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

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

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

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

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

F. The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation

Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended (hereinafter referred to as the "Act"), said Act becoming effective January 10, 1977.

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

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

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

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

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

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

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

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

1. Purchase Price. Purchaser shall pay to the City the sum of eleven million dollars (\$11,000,000), subject to the credit in Paragraph 3(b) below of \$300,000, as the purchase price for the Site (the "Purchase Price").

2. Closing and Closing Documents. (a) Subject to Permitted Delays and subject to the right of Purchaser to continue the closing to a later date as provided below in this Paragraph 2, the closing for the Site shall take place on or before the seventh (7th) day of the fourth (4th) month after the date hereof or on such date to which it may be extended by Purchaser as permitted below in this Paragraph 2, (the "Closing Date"). The closing shall be held at the offices of the Commercial District Development Commission, Room 1000 of City Hall, or at such other place upon which the Commissioner and the Purchaser may mutually agree. At the closing, the following shall be delivered to Purchaser:

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

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

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

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

(c) Exclusive possession of the Site shall be delivered to Purchaser concurrently with the closing.

~~(d) There will be no proration.~~ The City shall cause all real estate taxes and other impositions for all periods prior to the later of the (i) Closing Date or (ii) date the Deed is recorded to be paid, their collection enjoined or to be otherwise discharged, and Purchaser shall be responsible for and pay all general real estate taxes accruing after the Closing Date or the date the Deed is recorded, whichever is later.

(e) Purchaser may extend the day of closing from the date referred to in Paragraph 2(a) above to a date not later than the last day of the sixth (6th) month after the date of this Agreement upon complying with the following:

(i) not later than the fifteenth (15th) day of the third (3rd) month after the date hereof, Purchaser has given the City written notice of its intention to so extend the day of closing setting forth the new day of closing accompanied by a written report describing the Purchaser's progress to that date in developing the Improvements together with copies of the then existing drawings for the Improvements which shall be consistent with the Approved Schematics;

(ii) not later than the seventh (7th) day of the fourth (4th) month after the date hereof, Purchaser has provided to the City a copy of a firm commitment or other form of agreement with or from a hotel operating company in form and content approved by the City (which approval shall not be unreasonably withheld

or delayed) binding the hotel company to furnish development services for the hotel contemplated by this Agreement, to the management thereof and to participation in the equity required, if any, therefor.

(iii) on the seventh (7th) day of the fourth (4th) month after the date hereof, Purchaser delivers to the City a cashier's or certified check for two hundred fifty thousand dollars (\$250,000).

(f) In the event Purchaser extends the day of closing as permitted by subparagraph (e) above, and although thereafter it complies with the requirements of closing by such extended date, the Purchaser shall receive no credit for such two hundred fifty thousand dollars (\$250,000); provided however, if the extended Closing Date is on a day prior to the last day of the sixth (6th) month after the date hereof, then the Purchaser shall receive a credit of two thousand seven hundred seventy eight dollars (\$2,778) against the Purchase Price for each day in the period between such last day of such sixth (6th) month and the date on which the transaction contemplated by this Agreement is consummated.

3. Deposit. (a) Purchaser has deposited with the City as earnest money four hundred thousand dollars (\$400,000) in cash and shall deposit with the City, on or before the seventh (7th) day of the fourth (4th) month after the date hereof irrevocable letters of credit substantially in the form of Exhibit "C" attached hereto in the total amount of five

hundred thousand dollars (\$500,000); ~~such cash and letters of credit~~ are hereinafter referred to as the "Security Amount".

(b) In the event the closing of the transaction occurs as permitted by this Agreement (whether on the original or extended date), three hundred thousand (\$300,000) of such four hundred thousand dollars (\$400,000) cash deposit shall be a credit to the Purchaser at the closing; the balance thereof of one hundred thousand dollars (\$100,000) to be retained by the City as additional Purchase Price.

(c) If the City is prepared and able to close and the purchase of the Site by the Purchaser under this Agreement is not closed on the Closing Date, or any continued Closing Date, because of a default on the part of Purchaser under this Agreement, the City shall retain such cash deposit of four hundred thousand dollars (\$400,000) referred to in subparagraphs 3(a) and 3(b) above as liquidated damages and the City shall promptly return the remaining Security Amount of five hundred thousand dollars (\$500,000) of letters of credit, if such are in the City's possession, to the Purchaser upon Purchaser's written request therefor acknowledging such default. If the purchase of the Site by Purchaser shall fail to close for any reason other than a default by the Purchaser, then upon the demand of Purchaser, the City shall promptly return the entire Security Amount to Purchaser without prejudice to Purchaser's rights under Paragraph 20 below.

(d) If the transaction contemplated by this Agreement closes, that portion of the Security Amount represented by

letters of credit for five hundred thousand dollars (\$500,000) shall be held by the City until a Completion Certificate for the Office Tower is given by the City. Such letters of credit being held by the City until a Completion Certificate for the Office Tower is given by the City shall be renewed by the Purchaser not less than thirty (30) days prior to expiration thereof, from time to time, until such letters of credit are either drawn upon or otherwise used by the City or returned to Purchaser.

(e) If the transaction contemplated by this Agreement is closed:

(i) and if the Hotel/Retail Building is not Completed by the date specified in Paragraph 10 below, subject to Permitted Delays, the City shall draw upon such five hundred thousand dollars (\$500,000) in letters of credit and retain the proceeds thereof as liquidated damages for such default at the rate of two thousand seven hundred thirty nine dollars (\$2,739) for each day or portion thereof that the Hotel/Retail Building is not Complete. In addition, subject to Permitted Delays, if the Hotel/Retail Building is not Completed within six (6) months after the date specified in Paragraph 10, then, Purchaser shall pay to the City eight thousand one hundred eighty six dollars (\$8,186) for each day after such six (6) month period that the Hotel/Retail Building is not so Completed as liquidated damages

for such default to compensate the City for the loss of benefits to the City by reason of such structure not being Completed. Such possible liquidated damages of \$8,186 per day shall be paid to the City on the last day of each month in which such liquidated damages accrue. The City shall have a lien on the Site and the Improvements, reserved to it in the Deed, to secure such possible liquidated damages of \$8,186 per day; provided however, (y) upon request of the holder or prospective holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate its lien to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder, and (z) after the construction of the foundation and the framing or concrete work for the retail and hotel lobby floors of the Hotel/Retail Building have been Completed, provided the Office Tower or the air-rights therefor has or have been conveyed by deed to a separate owner or separated by plat of subdivision or condominium declaration from the Hotel/Retail Building, such lien shall attach only to the Hotel/Retail Building;

(ii) and if the Office Tower is not Completed by the date specified in Paragraph 10 below, subject to Permitted Delays, the City shall draw upon such letters of credit and retain the proceeds thereof as liquidated damages for such default at the rate of two thousand seven hundred thirty nine dollars

(\$2,739) for each day or portion thereof that the Office Tower is not Complete. In addition, subject to Permitted Delays, if the Office Tower is not Completed within six (6) months after the date specified in Paragraph 10, then, Purchaser shall pay to the City five thousand four hundred fifty eight dollars (\$5,458) for each day after such six (6) month period that the Office Tower is not so Completed as liquidated damages for such default to compensate the City for the loss of benefits to the City by reason of such structure not being Completed. Such possible liquidated damages of \$5,458 per day shall be paid to the City on the last day of each month in which such liquidated damages accrue. The City shall have a lien on the Site and the Improvements, reserved to it in the Deed, to secure such possible liquidated damages of \$5,458 per day; provided however, (y) upon request of the holder or prospective holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate its lien to the lien of such mortgage instrument in form and content reasonably satisfactory to such holder, and (z) after the construction of the foundation and the framing or concrete work for the retail and hotel lobby floors of the Hotel/ Retail Building have been completed, provided the Office Tower or the air-rights therefor has or have been conveyed by deed to a separate owner or separated by plat of subdivision or

condominium declaration from the Office Tower, such lien shall attach only to the Office Tower.

(iii) Notwithstanding the foregoing, the per diem liquidated damage payments for any period provided in the preceding subparagraphs (i) and (ii) shall be reduced by the amount, if any, by which the per diem real estate taxes which are paid in accordance with Exhibit "I" hereof for that same period exceed, with respect to the applicable portion of the Site and Improvements, the real estate taxes which would have been payable thereon during the same period had the assessment thereon been made on the basis of vacant property.

(iv) For the purposes of this Agreement only, the City acknowledges that Purchaser may effect one or more vertical, horizontal or "air-rights" subdivisions or create one or more condominiums of the Site and Improvements or portions thereof to permit and facilitate the separate ownership and financing of the Hotel/Retail Building and Office Tower.

(f) The parties acknowledge that it would be difficult to determine the amount and extent of the damages suffered by the City upon the failure of the Purchaser to close the transaction contemplated by this Agreement or upon Purchaser's failure to Complete the Improvements as provided in this Agreement. Accordingly, to compensate the City for lost tax revenues, lost employment and other losses if Purchaser defaults under this Agreement, the parties agree that the Security Deposit and

the liquidated damages specified in this Paragraph 3 are fair and reasonable compensation to the City for any damages it may suffer and that such liquidated damages are not a forfeiture or penalty.

(g) The City acknowledges that the Purchaser shall not be personally liable for the liquidated damages referred to in this Paragraph and that the City's rights to enforce such damages shall be limited to the Site, the Improvements and Purchaser's interest therein.

4. Escrow. The sale of the Site shall be closed through a Deed and Money Escrow with the Title Company in accordance with the terms of the usual form of Deed and Money Escrow instructions then used by the Title Company with such special provisions as may be required to conform such escrow instructions to the terms and conditions of this Agreement. The Deed, transfer tax declaration, the sum of ten million seven hundred thousand dollars (\$10,700,000) plus three hundred thousand dollars (\$300,000) of the four hundred thousand dollars (\$400,000) of the Security Amount referred to in Paragraphs 2(a)(i), 2(a)(ii), 2(b) and 3(a) above, respectively, shall be deposited in the Escrow on or before the Closing Date, and upon such deposits being completed, possession of the Site shall be delivered to Purchaser. The Deed shall not be recorded, nor the balance of the Purchase Price and the Security Amount be delivered to the City, unless and until the Planned Development referred to in Paragraph 6 below has been enacted and a copy thereof certified to by the City Clerk, together with a certificate of the Commissioner that such Planned Development was

enacted pursuant to the terms of this Agreement. has been delivered to the escrowee. Upon deposit with the escrowee of the balance of the Purchase Price, such funds shall be invested in U.S. Treasury Bills, and the service charge therefor of escrowee shall be paid from the interest earned thereon. The balance of such interest shall be payable to the City unless the City fails to comply with Paragraph 6 below, in which event the interest, the balance of the Purchase Price and Security Amount shall be paid over and delivered to the Purchaser. The escrowee's fees for the Escrow shall be divided equally between the City and the Purchaser.

5. Pedestrian System, Transit Station and Service Access Tunnel. After recording of the Deed, Purchaser shall provide, at no cost to the City (except as expressly provided below in this Paragraph 5), a pedestrian passageway system to connect the Site with other improvements to be built in the area of the Project, provide space for a transit station and shall build and provide space for a service access to other blocks as follows:

(a) A grade-separated pedestrian bridge to extend westward over and to the center line of Dearborn Street in a manner and at a time to meet and connect with and join a similar facility constructed eastward from the building on Block 17 in the Project area to the center line of Dearborn Street. This pedestrian bridge shall be built to plans and specifications consistent with the Approved Schematics and the Approved Design Plans referred to in Paragraph 9 below. Such plans and specifications for such pedestrian bridge shall be approved by the

City which will co-ordinate the construction thereof between the Purchaser and the developer of the building on Block 17 referred to. Purchaser shall provide such plans and specifications and undertake such construction on a schedule reasonably required by the City upon written notice by the City to the Purchaser to begin construction of such bridge; provided however, construction of such bridge shall not be commenced unless and until the structure to be built on the west side of Dearborn Street is complete or will be sufficiently completed so as to permit the entire bridge to be installed and completed. Such bridge, if first approved in writing by the Purchaser and the Commissioner, may be in the form of a structure, the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street.

(b) Space for a two level (ground and second story) transit station along Lake Street in Block 16 for the elevated transit system providing areas for fare collection, entrances and exits, a bridge to the elevated platform and vertical movement by stair and elevator. Such space shall be of a size and location as reasonably required by the City and as generally described in RFP and shall include only interior perimeter walls, the exterior walls, floors and ceilings, all in "rough" finish. The City shall provide all finishings including, but not limited to, the stairs, elevators and all doors. Prior to the City issuing the Certificate of Completion, the Purchaser shall by deed, easement or long term lease (by way of illustration, a lease of ninety-nine (99) years or longer term) or other grant convey to the City the space for such transit

station by documents and on terms reasonably required by the City; provided that under such documents the City shall (i) be responsible for loss or injury occurring in such space, (ii) pay all real estate taxes therefor, (iii) pay the costs of heating, air conditioning, insurance (unless the City is self insured for such type or class of risk), utilities, maintenance and all services of operation and ownership for such space and (iv) maintain such space in a good, clean condition consistent with the standard of maintenance in the other Improvements.

(c) Purchaser shall cause pedestrian circulation within the Hotel/Retail Building to connect by doors and passages with the facilities described at (a) and (b) in this Paragraph 5 and the State Street Mall so that pedestrians may enter or leave any of such facilities or mall and walk through the Hotel/Retail Building to the other such facilities or mall, and Purchaser and the City shall enter into a mutual easement and operating agreement establishing rights of access, hours during which access will be permitted, control of pedestrian traffic, security and related matters.

(d) A vehicular passage (the "Service Access") to provide access to the loading docks serving buildings in the south-half and the northwest quarter (which northwest quarter is hereinafter referred to as the "Tremont Site") of Block 36 in the Project area ("Block 36") and possibly the buildings in Block 37 of the Project area ("Block 37") so that there is no loading at grade level off Couch Place or Randolph Street in Block 36 and, possibly, no loading at grade level off the streets surrounding Block 37. As presently contemplated by the

City, the Service Access would be located in and connected through the Tremont Site and, if possible and economically feasible, connected from that site through an underground tunnel (the "Tunnel") directly to Lower Wacker Drive below the grade of Lake and Dearborn Streets. The Tunnel could possibly connect to Lower Wacker Drive through the existing tunnel ramp off Garvey Court. The Tunnel is part of the Service Access as such terms are used in this Agreement. The Purchaser shall make available the sum of one million seven hundred thousand dollars (\$1,700,000), (which sum is hereinafter referred to as the "Service Access Payment") to be used in engineering and constructing the Service Access but shall have no further obligation or liability with respect to the Service Access. The Service Access and Service Access Payment shall be subject to the following terms and conditions:

(i) On or prior to the earlier of the commencement of the construction of the Service Access or the first day of the twenty-second (22nd) month after the date hereof, Purchaser shall deposit in an escrow established by the City and the Purchaser with a bank or trust company acceptable to the parties cash in the amount of the Service Access Payment or, at the Purchaser's option in lieu of such cash, an irrevocable bank letter of credit in the same amount issued by a Chicago bank acceptable to the City. Such funds or letter of credit shall be held in escrow, under appropriate escrow instructions, to pay the obligation of Purchaser pursuant to this subparagraph (d).

Until such cash or letter of credit is deposited in such escrow, the City shall have a lien reserved to it in the Deed to secure Purchaser's performance under this subparagraph (d). Upon such deposit being made by Purchaser, the City shall release such lien by a recordable written instrument delivered to Purchaser.

(ii) If the Service Access is constructed at the location and in accordance with the schematics approved by Purchaser as provided below in this subparagraph (d), the Service Access Payment shall be disbursed through the escrow referred to in (i) above by means of periodic progress payments, made directly to the architects, engineers, contractors and materialmen for plans and specifications, other engineering and architectural services, labor and materials furnished to build the Service Access in accordance with the schematics approved by the Purchaser as provided below at (v). Upon the full disbursement of the Service Access Payment, the balance of the cost of the Service Access shall be provided by funds furnished or made available by the City in a timely manner so as to Complete the Service Access in due course.

(iii) In any event, construction of the Service Access shall not materially disrupt, delay or interfere with the timely construction of the Improvements

in accordance with the terms and conditions of this Agreement.

(iv) If within seven (7) years after the Closing Date construction of the Service Access is not Completed, any undisbursed part of the Service Access Payment shall be paid over to the Purchaser, and the Purchaser shall have no further obligation under this Agreement concerning the Service Access.

(v) Prior to any disbursement of the Service Access Payment as provided by (ii) above, the City shall submit to the Purchaser, not later than the last day of the ninth (9th) month after the date hereof, schematic drawings of the proposed Service Access for Purchaser's approval. Such approval shall not be unreasonably withheld, shall be based upon the criteria described in (vi) below, and shall be approved or disapproved within forty-five (45) days of receipt of the above mentioned schematics. If Purchaser fails to respond in writing within such forty-five (45) day period either approving or disapproving the proposed schematics as submitted by the City, the Purchaser shall be deemed to have approved such schematics. If Purchaser disapproves the proposed schematics, Purchaser shall set forth in writing its reasons for such disapproval in Purchaser's response given within such forty-five (45) day period.

(vi) The design and location of the Service Access shall be based on the following criteria in the order of priority indicated:

First: No trucks or loading docks served by trucks shall use or be served off the grade level of Couch Place in Block 36;

Second: If feasible and economically possible, the Oliver and the Delaware Buildings in Block 36 shall be served by an underground passage or access tunnel;

Third: If feasible and economically possible, Block 37 shall be served by an underground passage or access tunnel going under Couch Place in Block 36, the south half of Block 36 and Randolph Street north of Block 37;

Fourth: If feasible and economically possible, the service and access referred to at First, Second and/or Third above will connect via the Tunnel to Lower Wacker Drive.

(vii) If the Tunnel is to be located in or under the Dearborn Street right-of-way and constructed simultaneously with the foundation of the Improvements, the Tunnel may be designed flush with, but not structurally integral to, the foundation of the Improvements. If the Tunnel is to be located in or under the Dearborn Street right-of-way and constructed after completion of the foundation of the Improvements, the Tunnel shall be constructed so as not to prevent (1) pedestrian use of the sidewalks for access to the lobby entrance of the Office Tower and (2) automobile ingress and egress to the parking garage in the Improvements.

(viii) Notwithstanding the foregoing, if the Service Access reaches grade level at Lake Street in the Tremont Site, at least twenty-five percent (25%) of the Service Access Payment shall be devoted to enhancing the facade of the structure to be built on the Tremont Site to minimize the visual impact of the portal for the Service Access and relate the facade of such structure to its facade on Dearborn Street. For the purposes of this subparagraph (d), if the conditions referred to in this subparagraph (viii) occur, the facade of the structure to be built on the Tremont Site shall be considered part of the Service Access.

6. Planned Development. Within thirty (30) days after the City's approval of the Approved Schematics, the City shall make application for a Planned Development for the Site pursuant to the zoning ordinance of the City. The City shall adopt, as promptly as reasonably possible, in accordance with the provisions of such zoning ordinance, a Planned Development (which, among other things, shall provide for uses on the Site in accordance with the uses contemplated by this Agreement, for off-street loading as contemplated for business use zones in such zoning ordinance and for 405 parking spaces and shall permit the Improvements to be built in accordance with the Approved Schematics including, but not limited to, the hotel, retail, office, off-street loading and parking areas shown therein, but shall regulate signs in a manner reasonably

required by the Commissioner); provided however, such Planned Development shall be finally and effectively adopted not later than the last day of the ninth (9th) month after the date hereof. If the City fails to adopt such Planned Development in the period provided, then in addition to the return of Purchaser's balance of the Purchase Price, the Deed and the Security Amount referred to in Paragraph 4 above, Purchaser shall have the remedies provided to it by Paragraph 20 below. Purchaser shall co-operate in any proceedings for such Planned Development and shall make witnesses available and furnish information required therefor. The City shall furnish the form of such Planned Development to the Purchaser not less than fifteen (15) days prior to making such application for Purchaser's approval. Purchaser shall respond to such form by approving or disapproving such form within such fifteen (15) day period. If disapproved, such disapproval shall specify the deficiencies in writings; Purchaser's failure to give approval or disapproval within such fifteen (15) day period shall be deemed approved.

7. , Contribution. As provided below in this Paragraph 7, the Purchaser shall make contributions totaling, in cash or in-kind, an amount equal to two percent (2%) of the Development Costs of the Office Tower, which costs shall be determined as described below in this Paragraph 7 and are herein referred to as the "Office Tower Costs."

(a) The funds from any cash portion of the contributions to be made by Purchaser pursuant to this Paragraph 7 shall be held as a fund or added to a fund (the "Fund") to be

used only to enhance the total environment of the Project and for no other purpose. The Fund shall be administered and expended by a Commission or Committee of the City or by a not-for-profit corporation, trust or foundation created for such purpose. The City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund shall have sole discretion over the expenditure of any such monies held therein.

(b) On the first day of the tenth (10th) month after the date hereof, the Purchaser shall furnish to the City its good faith estimate of the Office Tower Costs accompanied by a certified check for fifty thousand dollars (\$50,000) payable to the City for the Fund.

(c) From time to time thereafter, upon the written advice of the Commissioner confirming to the Purchaser that the City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund has received additional contributions or payments from developers in the Project area other than Purchaser or contributions from other third parties, Purchaser shall "match" such additional funds by paying over to the City or to the not-for-profit corporation, trust or foundation having responsibility for the Fund as the Commissioner directs, a like amount within sixty (60) days of such written advice from the Commissioner; provided however, such cash contributions shall (i) not exceed, in total, the difference between the total contributions required by this Paragraph 7 and the value of the in-kind contributions approved by the Commissioner, (ii) not exceed seventy five thousand

dollars (\$75,000) in any one calendar year (except if the contributions to be "matched" are more than such limit, such overage shall be carried forward until paid) or (iii) if not sooner paid, whether "matched" or not "matched", be paid upon Purchaser's request for a Completion Certificate. In no event shall such cash contributions be less than five hundred thousand dollars (\$500,000).

(d) Purchaser has proposed various in-kind contributions described in Exhibit "D" attached hereto. Such proposed in-kind contributions are to be in lieu of a portion of the contributions required by this Paragraph 7. None of these proposed in-kind contributions have heretofore been approved by the Commissioner. On or before the date specified in subparagraph (b) of Paragraph 9 of this Agreement for the delivery to the Commissioner of schematic drawings of the Improvements, Purchaser shall furnish to the Commissioner, in such reasonable detail as required by the Commissioner, further written information and specifications of such in-kind contributions and the Purchaser's estimated cost thereof with such reasonable detail on such costs as required by the Commissioner. Within fifteen (15) days of the receipt of such information, specifications and estimated costs, the Commissioner shall advise the Purchaser in writing which, if any, of the proposed in-kind contributions are approved by the Commissioner and the dollar amount (based on the Purchaser's estimate of the costs thereof) which is to be a credit therefor against the contributions required by this Paragraph 7. After the closing, the Purchaser may request approval by the Commissioner of other in-kind contributions.

In all events, the Commissioner's decision to reject or approve any or all of the in-kind contributions shall be in his or her sole judgement and discretion. Any in-kind contributions the Commissioner approves must be Completed and in service or rendered or binding contracts or obligations therefor, in form and content reasonably satisfactory to the Commissioner, shall have been delivered by the Purchaser on or prior to the date of the Purchaser's request for the Completion Certificate for the Hotel/Retail Building from the City.

(e) Until the cash portion of the contribution described in this Paragraph 7 has been paid, the City shall have a lien, reserved to it in the Deed, on the Site and Improvements to secure such cash contribution. Upon request of the holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate any portion of such lien in excess of one million eight hundred thousand dollars (\$1,800,000) (as reduced by the amount of such cash or in-kind contributions from time to time paid, rendered or Completed) to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

(f) The "Development Costs of the Office Tower" shall be determined in accordance with the contents of Schedule One attached hereto. Purchaser shall provide a final accounting of such Development Costs certified to by an officer or principal of a member of Purchaser within sixty (60) days after the City issues the Completion Certificate for the Office Tower together with any additional contribution thereby indicated. If such final accounting indicates that the total contribution

is less than the estimate paid by Purchaser, the City shall pay to Purchaser any such difference within thirty (30) days of such final accounting. Purchaser shall maintain all records pertaining to such Development Costs for a period of at least three years after the date of the Completion Certificate and shall make such records available to the City, its agents and representatives during business hours for inspection and copying for the purpose of reviewing the computation of such contributions.

(g) Notwithstanding any other provision of this Agreement, the Purchaser's total amount of contributions, cash and in-kind, if any, made pursuant to this Paragraph 7 shall not be less than one million five hundred eighty thousand dollars (\$1,580,000).

8. Barricades. Purchaser shall install a construction barricade of a type, kind and appearance approved by the Commissioner and, until the barricades erected pursuant to this Paragraph 8 are removed with the approval of the Commissioner, the Commissioner shall first approve (a) the maintenance and appearance requirements therefor, (b) the color scheme and painting requirements thereof and (c) the nature, type, content and design of all signs thereon as proposed by the Purchaser.

9. Construction and Approval of Plans and Financing.

(a) Purchaser shall redevelop the Site for use in accordance with the Redevelopment Documents and shall plan and construct improvements thereon: (i) consistent with the uses and guidelines set forth in the Redevelopment Documents, (ii) substantially in accordance with the Purchaser's Revised

Proposal dated January 13, 1984, and materials submitted therewith which are more fully described on Exhibit "E" attached hereto (the "Purchaser's Revised Proposal") and (iii) in accordance with the approved schematics and approved design development plans described below in this Paragraph 9. All Improvements shall be constructed in accordance with the requirements of this Agreement and shall be in conformity with all applicable laws and regulations.

(b) On or before forty-five (45) days prior to the Closing Date, Purchaser shall deliver to the Commissioner schematic drawings for the Improvements. These drawings will be subject to the approval of the Commissioner and shall be substantially consistent with the Redevelopment Documents and the Purchaser's Revised Proposal. If the Commissioner disapproves such drawings because such drawings are not substantially consistent with this Agreement, the Redevelopment Documents or the Purchaser's Proposal, within fifteen (15) days after notice thereof Purchaser shall submit to the Commissioner revised drawings complying with the deficiencies specified by the Commissioner in the notice of disapproval. Such drawings as are approved by the Commissioner are hereinafter referred to as the "Approved Schematics."

(c) Purchaser shall submit its final design development drawings and specifications for the Hotel/Retail Building ("Hotel/Retail Design Plans") substantially consistent with and based on the Approved Schematics to the City for its approval thereof no later than ninety (90) days after the Closing Date. If the Commissioner disapproves such drawing and specifications

because such drawings and specifications are not substantially consistent with this Agreement, the Redevelopment Documents, the Purchaser's Proposal or the Approved Schematics, within fifteen (15) days after notice thereof Purchaser shall submit revisions of such disapproved Design Plans complying with the deficiencies specified by the Commission in its notice of disapproval. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Hotel/ Retail Design Plans."

(d) Purchaser shall submit its final design development drawings and specifications for the Office Tower ("Office Tower Design Plans") substantially consistent with and based on the Approved Schematics to the City for its approval thereof no later than two months prior to Purchaser's beginning construction of the Office Tower, but in no event later than the first (1st) day of the forty-second (42nd) month after the date hereof. If the Commissioner disapproves such drawings and specifications because such drawings and specifications are not substantially consistent with this Agreement, the Redevelopment Documents, the Purchaser's Proposal or the Approved Schematics, within fifteen (15) days after notice thereof, Purchaser shall submit revisions of such disapproved Design Plans complying with the deficiencies specified by the Commission in its notice of disapproval. Such Design Plans as are approved by the City are hereinafter referred to as the "Approved Office Tower Design Plans."

(e) On or before the fifteenth (15th) day of the third (3rd) month after the date hereof (unless the Closing Date

is extended as permitted by Paragraph 2(c) above in which event than on or before thirty (30) days prior to the extended Closing Date), the Purchaser shall deliver to the Commissioner a budget setting forth the projected and anticipated Development Costs in detail and showing the anticipated sources of funds to pay such costs together with copies of the tentative or definitive agreements or commitments, if any have been made or issued, evidencing the availability of such funds for at least the Hotel/Retail Building. Such budget, agreements and commitments and other documentation for such financing (the "Evidence of Financing") shall be in form and content reasonably satisfactory to the Commissioner and shall be in the amount of the Development Costs for the portion thereof to which they pertain. If the Evidence of Financing for the Office Tower is not submitted to the Commissioner prior to the Closing Date, a budget and Evidence of Financing therefor shall be submitted not less than thirty (30) days prior to the commencement of construction of the Office Tower. For the purpose of this subparagraph (e), "Development Costs" shall include the Purchaser's contribution to be made pursuant to Paragraph 7 above, liquidated damages pursuant to Paragraph 3 above and the Security Amount in addition to those items included in the definition of "Development Costs" on page 2 of this Agreement. Any binding agreements for the financing of the Development Costs shall be substantially in the form of the Evidence of Financing and true copies of all such agreements shall be given to the City by Purchaser as such are entered into.

(f) Any drawings, plans or specifications or Evidence of Financing required to be submitted to the Commissioner for approval pursuant to this Paragraph 9 shall be approved or disapproved in writing by the Commissioner within fifteen (15) days of the receipt thereof by the Commissioner. If the Commissioner disapproves any such drawings, plans or specifications the disapproval in writing shall expressly state the reasons therefor. Failure to give such written disapproval with the reasons therefor within such fifteen (15) day period specified above in this subparagraph shall be deemed approval by the Commissioner.

(g) Any approvals made by the Commissioner or the City of the schematic drawings or the Design Plans are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the Commissioner or City pursuant to the Agreement constitute approval of the quality or the safety of the Improvements.

10. Schedule of Construction.

Purchaser covenants and agrees, subject to Permitted Delays, that it shall promptly commence and diligently complete construction of the Improvements on the Site within the period specified below in this Paragraph 10. The time of commencement and Completion of the construction of the Improvements and the schedule for construction of various portions of the Improvement shall be as follows:

(a) Within thirty (30) days after the Closing Date, Purchaser shall begin erecting the construction barricade which shall be completed within sixty (60) days of the Closing Date;

(b) Within ninety (90) days after the Closing Date, Purchaser shall begin site preparation work on the Site.

(c) Construction of the Hotel/Retail Building shall commence by excavation beginning no later than the first (1st) day of the thirteenth (13th) month after the date hereof.

(d) The Hotel/Retail Building shall be Completed on or before thirty six (36) months after the date set forth in (c) next above.

(e) Construction of the Office Tower shall commence no later than the last day of the forty-third (43rd) month after the date hereof.

(f) The Office Tower shall be Completed on or before twenty one (21) months after the date set forth in (e) next above.

11. Completion Certificate.

At Completion of the Hotel/Retail Building (i.e., when certain work or obligations are performed as defined on page 2 of this Agreement) and after the Purchaser has commenced construction of the Office Tower, upon the written request of Purchaser the Commissioner shall furnish Purchaser with an appropriate instrument certifying that the Hotel/Retail Building has been Completed (except the pedestrian "bridge" across

Dearborn Street required by Paragraph 5(a) above) and the other obligations of Purchaser to be performed on or prior to such certification are satisfied ("Completion Certificate"); provided however, that failure to commence construction of the Office Tower shall not affect the issuance of an occupancy certificate by the City's Zoning Administrator for the Hotel/ Retail Building. Upon Completion of the Office Tower and compliance with the requirements of Paragraph 7 concerning the cash contributions due the City, the City shall furnish the Purchaser with an appropriate instrument certifying that the Purchaser's obligations concerning the Office Tower have been completed and the City shall return any Security Amount then held by the City less any liquidated damages to which the City may be entitled pursuant to Paragraph 3 above. Such Completion Certificates when issued shall be the conclusive determination that Purchaser has satisfied the requirements in this Agreement and the Deed with respect to the obligations of Purchaser to construct the portion of the Improvements for which the certificate is given and to perform Purchaser's other obligations under this Agreement to be performed prior to such certification. Each certification shall be in recordable form and shall release all of the City's liens reserved to it in the Deed for that portion of the Site and Improvements covered by such certificate. If the Commissioner shall refuse or fail to provide such certification, the Commissioner shall, within fifteen (15) days after written request by the Purchaser, provide Purchaser with

a written statement indicating how Purchaser has failed to Complete the construction of the applicable portion of the Improvements or otherwise comply with the Deed or this Agreement. Any certification made by the Commissioner or the City pursuant to this Agreement or the Deed with respect to the Improvements shall be for the sole purpose of confirming that Purchaser has complied with this Agreement and the Deed and shall not be deemed an approval of the quality or safety of the Improvements or that the Purchaser has complied with any applicable law or ordinance.

12. Relocating Utilities. In the event Purchaser requests relocation of existing utility lines in and under the Site or in and under the public streets adjacent to the Site, the City may agree to cause such utilities to be relocated. Any such relocation will be at Purchaser's expense. Prior to requesting such relocation, Purchaser shall deliver to the Commissioner plans and specifications showing what utilities must be relocated. If the Commissioner agrees with any such request, within 10 days of notice from the Commissioner, the Purchaser shall advance funds for such relocation in the amounts required by the Commissioner. Nothing in this Paragraph 12 shall be construed to limit or restrict the Purchaser from securing the relocation of such utilities without securing the Commissioner's agreement under this Paragraph 12.

13. Assignability and Transfer.

(a) Until Completion Certificates are issued, neither Purchaser nor any of its members, partners or shareholders

shall assign, transfer or convey all or any of its or their interest in the Purchaser, or assign, lease (except for leases made in the ordinary course of leasing portions of the Site or the Improvements for office, hotel and commercial uses at market rents and on market terms), transfer or convey any of its or their interest in that portion of the Site and Improvements for which a completion certificate has not issued, or any of its or their rights, duties or obligations under this Agreement, (such proposed assignments, leases, transfers and conveyances are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the Commissioner being first obtained. Proposed Transfers also include, but are not limited to, admitting additional partners or permitting shares of stock to be issued to additional shareholders.

(b) So long as after a Proposed Transfer the Purchaser's principals identified on Exhibit "F" attached hereto remain in active management and direct control of the construction and development of the Improvements, the Commissioner may withhold consent to any such Proposed Transfer (including, without limitation, a transfer of a portion of the Site or Improvements to a separate partnership or entity) only if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site or the Improvements or this Agreement, but shall not otherwise withhold consent. In the event that after a Proposed Transfer is consummated, the Purchaser's principals identified on Exhibit "F" attached hereto will not be in active management

and direct control or share in such management and control of the construction and development of such portion of the Improvements, or if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site, the Improvements or this Agreement, the Commissioner may withhold his or her consent to such Proposed Transfer in his or her sole discretion.

(c) The Commissioner shall consent or, in writing, specify the reasons for withholding its consent to any Proposed Transfer within ten (10) days after receipt from the Purchaser of documents disclosing the names of the parties interested, directly and indirectly, in such Proposed Transfer and copies of the proposed instruments of assignment, lease, transfer, conveyance, admitting additional partners or issuing shares of stock to new shareholders. Such documents disclosing such names shall be in accordance with and on forms meeting the requirements of the Commissioner. If the Commissioner fails to respond to any request for such consent within such ten (10) day period, such failure shall be deemed a consent to such Proposed Transfer. In the event the Commissioner fails to respond, upon written request of the Purchaser, the Commissioner will give Purchaser a written acknowledgement that it received such a request for a consent and failed to respond thereto.

(d) As used herein, the term "active management and direct control" means that the individual or entity is actively involved in the affairs of the Purchaser, partakes in making

substantial decisions and is involved in the over-all supervision of the enterprise; it does not require day-to-day participation in these activities. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Purchaser of its obligations under this Agreement, subject to the limitations of Paragraph 3(g) above, and all assignees, lessees, transferees and grantees of any interest, direct or indirect, in the Site, the Improvements, the Purchaser or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the Site or Improvements), shall hold such interest in accordance with the terms and provisions of this Agreement. Notwithstanding the provisions of this Paragraph 13, the Purchaser may mortgage all or portions of the Site and the Improvements as provided by Paragraph 14 below.

(e) At the time of the submission of the Proposal of Purchaser which resulted in the Original Redevelopment Agreement, it was contemplated by the Purchaser that Americana Hotels Corporation, an affiliate of Americana Loop Associates, a partner of the entity constituting the Purchaser, would become the operator of the hotel facility included in the Hotel/Retail Building. In the event that Purchaser shall hereafter advise the Commissioner in writing that Americana Hotels Corporation will not be the operator of such hotel facility, and provided that such advice of Purchaser also certifies that the persons identified in Exhibit "F" attached

hereto continue to remain in active management and direct control of the construction and development of the Improvements, Americana Loop Associates, including all partners therein, shall thereupon be fully and forever discharged and released by the City of Chicago of and from all duties, obligations and liability arising under this Agreement, the Original Redevelopment Agreement and all Proposals of Purchaser which are referred to in such Agreement and Original Redevelopment Agreement. Such release shall become effective on the condition herein provided without any further action or confirmation thereof by the City of Chicago and whether or not Americana Loop Associates continues thereafter to own an interest in the Purchaser.

14. Limitation Upon Mortgages. Prior to the City giving a Completion Certificate, Purchaser shall not engage in any financing or any other transaction creating any mortgage, other encumbrance (such as, but not limited to, a "sale and lease back") or lien upon or security interest in the portion of the Site or the Improvements not covered by a Completion Certificate or upon any property or right included or paid as a Development Cost, or any part thereof, except for the purpose of obtaining funds in an amount not greater than the amount anticipated to be expended for the Development Costs. For the purpose of this Paragraph 14, "Development Costs" shall include the Purchaser's contribution to be made pursuant to Paragraph 7 above, liquidated damages pursuant to Paragraph 3 above and the Security Amount in addition to those items included in the definition of "Development Costs" on page 2 of this Agreement.

No funds disbursed under any such mortgage, other encumbrance, lien or security interest shall be used for any purpose other than Development Costs.

15. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of this Agreement, the holder of any mortgage permitted by Paragraph 14 (including any holder or its nominee who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who is an affiliate of Purchaser and who thereafter obtains title to the Site or such part from or through such holder or (b) any other purchaser at foreclosure sale who is an affiliate of Purchaser] shall not be personally obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder or nominee; but any such holder or nominee shall have the rights of Purchaser under this Agreement. Nothing in this Paragraph or any other provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any use or occupancy or to construct any improvements thereon, other than the use, occupancy or Improvements provided or permitted in the Redevelopment Documents and this Agreement. Nothing in this Paragraph or in this Agreement shall be construed (i) to impose liability on the assets of any such mortgagee or its successors other than its or their rights, title

or interest in the Site or Improvements or (ii) to release the Site or the Improvements from the liens in favor of the City reserved in the Deed unless and until the amounts secured thereby under Paragraph 7 above are fully paid to the City or are otherwise satisfied. As used in this Paragraph 15, the term "affiliate of Purchaser" means any person, corporation or other entity controlling, controlled by or under common control with Purchaser.

16. Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuing of the Completion Certificates, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Site, the Improvements or the Purchaser; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to Purchaser, or any successor in interest, to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

17. Equal Employment Opportunity. Purchaser, for itself and its successors and assigns, agrees that during the construction of the Improvements or performance of other work required by this Agreement it shall:

(a) comply with the affirmative action/equal opportunity/minority business program to be formulated and submitted to the Commissioner for approval not later than forty-five (45) days prior to the Closing Date (as such date may be extended as permitted by Paragraph 2(e) above) based on the criteria described in Exhibit "G" attached hereto and

(b) comply with Federal and State of Illinois Equal Employment and Affirmative action statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and regulations promulgated pursuant thereto.

18. Restrictions on Use. Purchaser agrees, and the Deed shall contain covenants on the part of Purchaser expressly so providing, that Purchaser shall:

(a) devote the Site and the Improvements to the uses set forth in the Redevelopment Documents for the time specified therein; and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Site or any Improvements located or to be erected thereon, or any part thereof.

19. Covenants: Binding Upon Successors In Interest: Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the covenants and agreements provided in Paragraphs 1, 3, 5, 7, 8, 9, 10, 13, 14, 16, 17, 18, 19, 23, 24, 25, 26 and 27 shall be covenants running with the land binding to the fullest extent permitted by law and

equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns.

20. Termination for Default. Prior to the Closing Date, the party not in default shall have the right to terminate this Agreement by notice to the other party if the other party shall have defaulted in any material respect in its covenants, agreements and obligations under this Agreement. Such notice shall specify the default and give the party in default at least thirty (30) days to cure the default. In the event the City is the party in default and fails to cure such default and the transaction contemplated by this Agreement has not closed, the Purchasers' only remedies shall be either (i) the termination of this Agreement and the return to the Purchaser of the Security Amount or (ii) in the alternative, at Purchaser's election, specific performance, injunction or declaratory judgment. In the event the City is the party in default and fails to cure such default and the transaction contemplated by this Agreement has closed and the Deed has been delivered, the Purchaser's sole and exclusive remedy, except as otherwise expressly provided in this Agreement, shall be an action for specific performance, injunction or declaratory judgment. Except as expressly provided in this Paragraph 20 and in Paragraphs 1 and 3, the Purchaser shall have no other remedies in law or equity against the City. In the event the Purchaser is the party in default and fails to cure its default and the transaction contemplated by this Agreement has not closed, the City's sole and exclusive remedy shall be the City's right to

liquidated damages specified in Paragraph 3(c) above as such are expressly limited therein. In the event the Purchaser is the party in default and fails to cure such default and the transaction and conveyance contemplated by this Agreement has closed and the Deed has been delivered, the City's right to liquidated damages under Paragraph 3 above shall not limit or diminish the City's right to declaratory judgment or remedies in law or equity other than damages, provided that any remedy shall be limited to the Site and the Improvements thereon and the Purchaser's interest therein and that no other assets of Purchaser or its members shall be subject thereto.

21. Notices. All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City:	Chairman, Commercial District Development Commission Room 1000 City Hall Chicago, Illinois 60602
with a copy to:	Commissioner, Department of Planning Room 1000 City Hall Chicago, Illinois 60602
with a copy to:	Corporation Counsel City of Chicago City Hall Chicago, Illinois 60602

If to the Purchaser: c/o Libra Real Estate Corporation
Attn: Mr. Eugene Golub
625 N. Michigan Ave.
Suite 2000
Chicago, Illinois 60611

with a copy to: Mr. Ernest Greenberger
Greenberger, Krauss & Jacobs
180 North LaSalle Street
Chicago, Illinois 60601

with a copy to: Urban Investment and Development Co.
333 W. Wacker Drive
Suite 2100
Chicago, Illinois 60606
Attn: Law Department

Any notice shall be deemed delivered three days after the mailing thereof. Either party may at any time change the addresses for notices to such party by mailing a notice as aforesaid. Such change shall be effective three (3) business days after the mailing of the notice changing the address.

22. Additional Covenants. In addition, the parties agree as follows:

.. (a) Transfer Taxes. The transaction is exempt from the real estate transfer taxes of the City of Chicago, County of Cook and the State of Illinois.

(b) Soil Tests. As soon as practicable and to the extent the City may legally do so, the City will give to Purchaser the right to enter upon the Site for the purpose of making soil tests and other feasibility studies and engineering studies. Purchaser hereby indemnifies and saves the City harmless from and against all costs, claims and expenses incurred as a result of or arising out of the making of such soil tests and studies.

(c) Approvals. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement or the Deed, and that any such consent or approval will not be unreasonably delayed or qualified.

(d) Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the closing, or earlier termination of this Agreement, shall survive such closing or termination.

(e) No Third Party Beneficiaries. The approvals given by the City pursuant to this Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Purchaser, the mortgagee or other lien holder permitted by Paragraph 14 above, and their successors in interest in the Site and no other person or party may claim the benefit of such approval or certificate.

(f) No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No

waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

(g) Incorporates All Agreements. This Agreement and the Purchaser's Revised Proposal, which is incorporated in this Agreement by this reference, incorporate all agreements and understandings of the parties concerning the Site. Each party acknowledges that no representations or warranties have been made which are not set forth in this Agreement or in the Purchaser's Revised Proposal. Purchaser acknowledges that it has inspected the Site and that, except as expressly set forth in this Agreement, it is not relying on any representation or undertakings from the City or anyone claiming to represent the City.

(h) Time is of Essence. Time is of the essence of this Agreement.

(i) Effect of Permitted Delays. In the event a party suffers a Permitted Delay, the party asserting such delay shall give written notice thereof to the other party within twenty (20) days of the commencement of such delay known to the asserting party. Unless such notice is given, the claim for any such delay shall be deemed waived. In case of a continuing Permitted Delay, only one such notice is required. Upon giving notice in accordance with this Paragraph, the party suffering a

Permitted Delay may postpone that party's obligation and related subsequent obligations (concerning clearing title, obtaining or delivering possession or conveying the title to Purchaser for the City or construction of Improvements or other obligations of Purchaser) for a period equal to the duration of the Permitted Delay; provided however, in no event shall the Closing Date be postponed beyond the date specified (as such date may be extended by Purchaser) in the last sentence of Paragraph 2 above.

23. Tax Increment Financing

(a) The City and the Purchaser agree:

(i) that for the purposes of this Agreement the total minimum assessed value ("Minimum Assessed Value") of the Site, the Hotel/Retail Building and the Office Tower are shown on Exhibit "H" attached hereto for the several years as noted on that exhibit and

(ii) that the real estate taxes derived from the Site and the Improvements arising from all tax rates of the various taxing districts are estimated to be as shown in Exhibit "I" attached hereto.

(b) With reference to the assessment of the Site and the Improvements or any part thereof, except as provided herein, the Purchaser shall not for any year referred to in Exhibit "H":

(i) apply for, seek, or authorize any exemption from the imposition or paying of any or all real property taxes extended for collection against

the Minimum Assessed Value, without first obtaining the prior written approval of the City.

- (ii) directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit "H" attached hereto.
- (iii) apply for, seek, or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and the Purchaser does hereby consent to the City's appearance, and shall provide to the City a reasonable opportunity to appear before any administrative and/or judicial body to contest or defend the assessed value against any such application or attempt to reduce such assessed value.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for 1986 and future years would produce real estate taxes for the Site and Improvements for any year in excess of taxes set forth in Exhibit "I" attached hereto, the Purchaser may seek to lower the assessed values indicated in Exhibit "H" attached hereto or rates or equalization factors reflected in Exhibit "I" attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Improvements for

such year below those specified in Exhibit "I" attached hereto. Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the entire Project or applicable generally to property in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Purchaser shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

(c) The foregoing covenants (i) through (iii) in Paragraph 23(b) above shall be construed and interpreted as an express agreement between the Purchaser and the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and Improvements. This Agreement may be used by the City, in the City's discretion, as admission against the Purchaser's interest in any proceeding.

24. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default by the Purchaser under this Agreement, the holder of any mortgage, trust deed or other similar instrument creating a security interest lien on the Site or the Improvements or a part thereof

- (i) has under its mortgage, trust deed or other similar instrument, but does not exercise, the option to construct or complete the Improvements relating to the Improvement or part thereof

covered by its mortgage, trust deed or other similar instrument and such failure continues for a period of sixty (60) days after the holder has been given written notice of such default by the City; or

- (ii) undertakes the completion of the Improvements but does not complete such construction within a six (6) month period following the date for such completion provided in this Agreement, and such default shall not have been cured within sixty (60) days after written notice thereof to such holder from the City so to do,

the City shall (and every mortgage, trust deed or similar other instrument made prior to completion of the Improvements or any part thereof shall expressly so provide) have the option of paying to the holder of such mortgage or other instrument the amount secured thereby and obtain an assignment of the mortgage, trust deed or other similar instrument and the debt secured thereby, or, in the event ownership of the Site or Improvements (or part thereof) has vested in such holder by way of foreclosure or action or deed in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Site or Improvements or part thereof (as the case may be) upon payment to such holder of the amount secured by such mortgage, trust deed or other similar instrument together with costs and interest at market rates if such mortgage, trust deed or other

similar instrument has been foreclosed and interest under the mortgage, trust deed or other similar instrument has stopped accruing.

25. City's Option to Cure Mortgage Default. In the event of a default by the Purchaser under any mortgage, trust deed or other similar instrument creating an encumbrance or lien upon the Site or the Improvements or a part thereof, the City may at its option, exercised by written notice within thirty (30) days after the holder of such mortgage has given written notice of default, cure such default by entering the Site and performing the necessary construction work or paying the sum then due; in either case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law or otherwise, to reimbursement from the Purchaser of all costs and expenses incurred by the City in curing such default and shall have a lien upon the Site or the Improvements for such reimbursement: Provided, that any such lien of the City shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Site or Improvements authorized by this Agreement.

26. Payment of Taxes.

(a) During the term of any "construction loan" secured by a mortgage or other lien permitted by Paragraph 14 above, the Purchaser (i) shall arrange with the holder of such

mortgage or other lien to have available out of the undisbursed loan proceeds a sum sufficient to pay the amount of taxes described in Exhibit "I" attached hereto accruing during such term and (ii) provide to the City such mortgagee's or lien holder's written commitment, in form and content satisfactory to the Commissioner, to use such sum for the payment of the taxes indicated in this Paragraph 26(a). As used herein the term "construction loan" refers to a loan the proceeds of which are disbursed to pay the costs of construction as work is finished and payment therefor is made.

(b) From the end of the term of such "construction loan" through the end of the third calendar year after Completion of the Improvements, Purchaser shall maintain each year a cash deposit or letter of credit (in form and content and from a bank satisfactory to the Commissioner) in the amount of the taxes for such year shown in Exhibit "I" attached hereto; provided, however, that if during such period the members of Purchaser have a combined net worth in excess of five (5) times the taxes for such year, the Purchaser shall not be required to maintain such deposit or letter of credit with the City. For any year that Purchaser is desirous of avoiding maintaining such deposit or letter of credit, Purchaser shall provide to the Commissioner prior to January 1 of such year financial statements of the members of Purchaser, signed by the party furnishing such and prepared in accordance with generally accepted accounting principles. For purposes of this subparagraph (b), the term "net worth" shall mean, as of the date of

determination, the excess of the total assets of Purchaser over the total liabilities of Purchaser, determined in accordance with generally accepted accounting principles, excluding, however, from the determination of the total assets of Purchaser all assets which could be treated as intangible assets under generally accepted accounting principles consistently applied (including, without limitation, all patents, licenses, trade names, trademarks, copyrights, good will, deferred charges, unamortized debt discount and expenses, organizational expenses, and experimental and development expenses).

(c) In the event that Purchaser defaults in the payment of taxes for the years shown in Exhibit "I" attached hereto or defaults under the terms of any mortgage or other instrument creating a security interest lien on the Site or the Improvements or a part thereof, and such default is not cured, Purchaser shall deposit with the City from year to year the amount of the taxes required by Exhibit "I" attached hereto due for such year on or before January 2 of the year during which such taxes are due.

27. Performance Bonds. The Purchaser shall require in all construction contracts for the Improvements that the contractors and subcontractors be bonded for their performance and payment by sureties having a AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee if upon enforcement of such bond, the City assumes the obligations thereby imposed. The City shall waive the requirement

for such bond for any contractor or subcontractor for which the City receives from the Development Officer of Urban Investment & Development Co. responsible for the development and construction of the Improvements written certification in form and content satisfactory to the Commissioner that in such officer's opinion, the requirement of a bond for such contractor or subcontractor is not necessary because of the credit worthiness, history of performance, size of the contract or subcontract or other reason therefor which, in each case, shall be stated in such certification. With such certification, so long as the Purchaser does not receive such a bond or so long as a lender to Purchaser does not require such a bond, the requirement therefor under this Agreement shall be deemed waived.

28. Contingent Paragraphs. Notwithstanding the terms of Paragraphs 23, 24, 25, 26 and 27 above, such provisions shall not be applicable to the transaction contemplated by this Agreement or enforceable against the Purchaser in the event the City does not enact a tax increment financing plan referred to in Recitals I. and J. above affecting the Site and the Improvements.

29. Further Assurance. The parties shall execute and deliver to each other such additional documents, including without limitation documents required by the holder of any mortgage on the Site or the Improvements, which may be reasonably required by either party to effectuate the intents and purposes of this Agreement.

11/28/84

UNFINISHED BUSINESS

11335

IN WITNESS WHEREOF, the parties hereto have executed
or caused this Agreement to be executed, all as of the date
first written above.

City of Chicago

By: Harold Washington, Mayor

[City Seal]

Attest:

Purchaser:

Walter S. Kozubowski
City Clerk

Libra Partners/Americana/Urban Venture

Approved as to
Form and Legality

By: Libra Partners, an Illinois
Limited Partnership, venturer

By: Eugene Golub, General
Partner

James D. Montgomery
Corporation Counsel

By: Van L. Pell, General
Partner

Commercial District
Development Commission

By: Urban Investment and Development
Co., a Delaware corporation

By: Executive Vice President

Attest: William E. Boehm
ASSISTANT SECRETARY

SCHEDULE ONECALCULATION OF OFFICE DEVELOPMENT COSTS

Pursuant to the terms of Paragraph 7 of the Agreement, the Purchaser is to make cash or in-kind contributions to the City for certain purposes as therein stated. The total dollar amount of such contributions shall be 2% of the Development Costs of the Office Tower (calculated as described below in this Schedule One). Accordingly, the "Development Costs of the Office Tower shall be calculated as follows:

First: All Development Costs for all the Improvements incurred or anticipated to be incurred shall be ascertained or estimated.

Second: Of the Developments Costs ascertained or estimated as provided in First above in this Schedule One, those "direct construction costs" (i.e. the costs which are identifiable to a specific area of the Improvements or the result of specific contracts) for each of the four principal areas of the Improvements (those areas being office, hotel, retail/entertainment and parking, which four areas are herein-after referred to as the "Four Principal Areas") shall be allocated and computed. Such allocation shall be on a fair, reasonable and consistent basis. Such "direct construction costs" shall include, but are not limited to the costs of the work usually provided under the following categories of plans and specifications: architectural (including, but not limited to work such as curtain wall, finishes and other matters usually covered by architectural drawings), structural, electrical,

mechanical (including, but not limited to work such as heating, ventilating, air conditioning, and plumbing), elevators, escalators and fire protection.

Third: Subtract the total of the "direct construction costs" of the Four Principal Areas described above at Second on this Schedule One from the total of the Development Costs ascertained or estimated at First above in the Schedule One. The amount resulting from such subtraction is hereinafter referred to as the total "indirect Development Costs" for the Improvements.

Fourth: Apportion the "indirect Development Costs" computed at Third above in this Schedule Two among the Four Principal Areas based on the ratio of "direct construction costs" for each such area determined at Second above in this Schedule One.

Fifth: The "Development Costs of the Office Tower" are the sum of the "direct construction costs" for the Office Tower determined at Second above in this Schedule One added to the "indirect Development Costs" apportioned to the Office Tower as provided above in Fourth above in this Schedule One.

EXHIBIT "A"

Legal Description of Block 16

A tract of land consisting of all Lots and all streets and alleys within Block 16 of Original Town of Chicago in the East part of the SE 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian.

Bounded as follows: Beginning at the convergence of the North Line of Lake Street and East Line of Dearborn Street; thence North along the East Line of Dearborn Street to the South Line of Wacker Drive; thence East along such South Line to the West Line of State Street; thence South along such West Line to the North Line of Lake Street; thence West along the such North Line to the place of beginning; together with all rights and appurtenances pertaining thereto, including the rights of an owner thereof to abutting public streets and alleys.

Exhibit "3"

QUIT CLAIM DEED

This Deed made as of the ____ day of _____,
1984.

Pursuant to the Commercial District Development Commission Ordinance (Chapter 15.1 of the Grantor's Municipal Code) and Grantor's powers as a home rule unit under provisions of the Constitution of Illinois of 1970, the City of Chicago (the "City"), a municipal corporation of Illinois, in consideration of ten dollars (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged, conveys and quit claims to Libra Partners/Americana/Urban Venture, (the "Purchaser"), the following described real estate (the "Site"), subject to the reservations, covenants and conditions herein contained:

A tract of land consisting of all Lots and all streets and alleys within Block 16 of Original Town of Chicago in the East part of the SE $\frac{1}{4}$ of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian,

Bounded as follows: Beginning at the convergence of the North Line of Lake Street and East Line of Dearborn Street; thence North along the East Line of Dearborn Street to the South Line of Wacker Drive; thence East along such South Line to the West Line of State Street; thence South along such West Line to the North Line of Lake Street; thence West along the such North Line to the place of beginning; together with all rights and appurtenances pertaining thereto, including the rights of an owner thereof to abutting public streets and alleys.

This Deed is made and executed upon and is subject to the liens, terms, conditions and covenants set forth below in Paragraphs 2 through 20, which liens, terms, conditions and

covenants are part of the consideration given to the City by Purchaser in payment for the Site.

1. Certain Definitions. For all purposes of this Deed, each of the following terms shall have the respective meaning assigned to it as follows:

Agreement: That certain Restated Redevelopment Agreement and Contract for the Sale of Land, North Loop, dated as of September 30, 1984, by and between the City and the Purchaser, concerning the sale and conveyance of the Site to the Purchaser pursuant to which agreement, this Deed was delivered. Those certain provisions of the Agreement as specified below are incorporated into this Deed by reference.

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

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

Complete: The substantial completion of the Improvements or a portion thereof as the context requires. For the purpose of this definition, the Hotel/Retail Building will be considered substantially complete when (i) the hotel facility and all public areas and the pedestrian access facilities (except the pedestrian "bridge" across Dearborn Street and the transit station space required under Paragraphs 3(a) and 3(b) below) described in Paragraph 3 below are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and

occupancy for the purpose intended, (ii) all in-kind contributions referred to in Paragraph 4 below, if any, are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for beneficial use and occupancy for the purpose intended, or binding contracts or obligations therefor in form and content reasonably satisfactory to the Commissioner have been delivered by the Purchaser to the City and (iii) the "shell and core" for the retail areas and transit facility referred to in Paragraph 3 below are substantially finished (but subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." For the purpose of this definition, the Office Tower will be substantially complete when the "shell and core" thereof are substantially finished (subject to insubstantial incomplete matters such as the correction of "punch list items") and ready for the installation of "tenant finishing work." This definition of "Complete" also is applicable to other forms of the word "complete", such as "Completion" and "Completed", as used in this Agreement.

Completion Certificate: The certificate to be given by the City pursuant to Paragraph 11 of the Agreement.

Development Costs: All costs, expenses and expenditures as defined in the Agreement incurred or anticipated to be incurred for the acquisition of the Site and the planning, development and construction of the Improvements.

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

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

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

Permitted Delays: Certain delays defined as "Permitted Delays" in the Agreement.

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

Redevelopment Documents: (a) The redevelopment plan for the Project approved by the Commission on March 20, 1979, and, as revised, approved by the Commission on October 12, 1982 which plan was approved by the City Council as stated in Recital A, (b) the North Loop Guidelines for Conservation and Redevelopment approved by the Commission on March 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and, as so revised, approved by the City Council on October 22, 1981. The guidelines were further revised by the Commission on October 12, 1982 and, as so further revised, approved by the Chicago Plan Commission on October 14, 1982 and, with additional revisions, approved by the City Council on

October 27, 1982 and (c) the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project (January, 1984) approved by the City Council on June 20, 1984. The Redevelopment Documents include any revision in such plan and guidelines made from time to time by the City provided that no such revision shall alter the use of the Site for the purposes contemplated by this Agreement or substantially increase the Development Costs or delay the construction of the Improvements.

2. Damages for Failure to Complete. The City shall have a lien on the Site and the Improvements to secure certain liquidated damages of eight thousand one hundred eighty six dollars (\$8,186) per day provided in Paragraph 3(e)(i) of the Agreement until certain conditions concerning the Hotel/ Retail Building as described in the Agreement are complied with, and the City shall have a lien on the Site and the Office Tower to secure certain liquidated damages of five thousand four hundred fifty eight dollars (\$5,458) per day provided in Paragraph 3(e)(ii) of the Agreement until certain conditions concerning the Office Tower as described in the Agreement are complied with; provided however, that the amount of such damages are subject to adjustments as provided in Paragraph 3(E)(iii) of the Agreement. Upon request of the holder of any mortgage permitted under Paragraph 9 below, the City shall subordinate its liens to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

3. Pedestrian System, Transit Station and Service Access Tunnel. Purchaser shall provide, at no cost to the City

(except as expressly provided below in this Paragraph 3), a pedestrian passageway system to connect the Site with other improvements to be built in the area of the Project, provide space for a transit station and shall build and provide space for a service access to other blocks as follows:

(a) A grade-separated pedestrian bridge to extend westward over and to the center line of Dearborn Street in a manner and at a time to meet and connect with and join a similar facility constructed eastward from the building on Block 17 in the Project area to the center line of Dearborn Street. This pedestrian bridge shall be built to plans and specifications consistent with the Approved Schematics and the Approved Design Plans referred to in Paragraph 9 below. Such plans and specifications for such pedestrian bridge shall be approved by the City which will co-ordinate the construction thereof between the Purchaser and the developer of the building on Block 17 referred to. Purchaser shall provide such plans and specifications and undertake such construction on a schedule reasonably required by the City upon written notice by the City to the Purchaser to begin construction of such bridge; provided however, construction of such bridge shall not be commenced unless and until the structure to be built on the west side of Dearborn Street is complete or will be sufficiently completed so as to permit the entire bridge to be installed and completed. Such bridge, if first approved by the Commissioner, may be in the form of a structure, the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street.

(b) Space for a two level (ground and second story) transit station along Lake Street in Block 16 for the elevated transit system providing areas for fare collection, entrances and exits, a bridge to the elevated platform and vertical movement by stair and elevator. Such space shall be of a size and location as reasonably required by the City and as generally described in RFP and shall include only interior perimeter walls, the exterior walls, floors and ceilings, all in a "rough" finish. The City shall provide all finishings including, but not limited to, the stairs, elevators and all doors. Prior to the City issuing the Certificate of Completion, the Purchaser shall by deed, easement or long term lease (by way of illustration, a lease of ninety-nine (99) years or longer term) or other grant convey to the City the space for such transit station by documents and on terms reasonably required by the City; provided that under such documents the City shall (i) be responsible for loss or injury occurring in such space, (ii) pay all real estate taxes therefor, (iii) pay the costs of heating, air conditioning, insurance (unless the City is self insured for such type or class of risk), utilities, maintenance and all services of operation and ownership for such space and (iv) maintain such space in a good, clean condition consistent with the standard of maintenance in the other Improvements.

(c) Purchaser shall cause pedestrian circulation within the Hotel/Retail Building to connect by doors and passages with the facilities described at (a) and (b) in this Paragraph 5 and the State Street Mall so that pedestrians may

enter or leave any of such facilities or mall and walk through the Hotel/Retail Building to the other such facilities or mall, and Purchaser and the City shall enter into a mutual easement and operating agreement establishing rights of access, hours during which access will be permitted, control of pedestrian traffic, security and related matters.

(d) A vehicular passage (the "Service Access") to provide access to the loading docks serving buildings in the south-half and the northwest quarter (which northwest quarter is hereinafter referred to as the "Tremont Site") of Block 36 in the Project area ("Block 36") and possibly the buildings in Block 37 of the Project area ("Block 37") so that there is no loading at grade level off Couch Place or Randolph Street in Block 36 and, possibly, no loading at grade level off the streets surrounding Block 37. As presently contemplated by the City, the Service Access would be located in and connected through the Tremont Site and, if possible and economically feasible, connected from that site through an underground tunnel (the "Tunnel") directly to Lower Wacker Drive below the grade of Lake and Dearborn Streets. The Tunnel could possibly connect to Lower Wacker Drive through the existing tunnel ramp off Garvey Court. The Tunnel is part of the Service Access as such terms are used in this Agreement. The Purchaser shall make available the sum of one million seven hundred thousand dollars (\$1,700,000) (which sum is hereinafter referred to as the "Service Access Payment"), to be used in engineering and constructing the Service Access but shall have no further

obligation or liability with respect to the Service Access. The Service Access and Service Access Payment shall be subject to the following terms and conditions:

(i) On or prior to the earlier of the commencement of the construction of the Service Access or the first day of the twenty-second (22nd) month after the date of the Agreement, Purchaser shall deposit in an escrow established by the City and the Purchaser with a bank or trust company acceptable to the parties cash in the amount of the Service Access Payment or, at the Purchaser's option in lieu of such cash, an irrevocable bank letter of credit in the same amount issued by a Chicago bank acceptable to the City. Such funds or letter of credit shall be held in escrow, under appropriate escrow instructions, to pay the obligation of Purchaser pursuant to this subparagraph (d). Until such cash or letter of credit is deposited in such escrow, the City hereby reserves a lien to secure Purchaser's performance under this subparagraph (d). Upon such deposit being made by Purchaser, the City shall release such lien by a recordable written instrument delivered to Purchaser.

(ii) If the Service Access is constructed at the location and in accordance with the schematics approved by Purchaser as provided below in this subparagraph (d), the Service Access Payment shall be disbursed

through the escrow referred to in (i) above by means of periodic progress payments, made directly to the architects, engineers, contractors and materialmen for plans and specifications, other engineering and architectural services, labor and materials furnished to build the Service Access in accordance with the schematics approved by the Purchaser as provided below at (v). Upon the full disbursement of the Service Access Payment, the balance of the cost of the Service Access shall be provided by funds furnished or made available by the City in a timely manner so as to Complete the Service Access in due course.

(iii) In any event, construction of the Service Access shall not materially disrupt, delay or interfere with the timely construction of the Improvements in accordance with the terms and conditions of this Agreement.

(iv) If within seven (7) years after the date of this Deed, construction of the Service Access is not Completed, any undisbursed part of the Service Access Payment shall be paid over to the Purchaser, and the Purchaser shall have no further obligation under this Agreement concerning the Service Access.

(v) Prior to any disbursement of the Service Access Payment as provided by (ii) above, the City shall submit to the Purchaser, not later than the

last day of the ninth (9th) month after the date of the Agreement, schematic drawings of the proposed Service Access for Purchaser's approval. Such approval shall not be unreasonably withheld, shall be based upon the criteria described in (vi) below, and shall be approved or disapproved within forty-five (45) days of receipt of the above mentioned schematics. If Purchaser fails to respond in writing within such forty-five (45) day period either approving or disapproving the proposed schematics as submitted by the City, the Purchaser shall be deemed to have approved such schematics. If Purchaser disapproves the proposed schematics, Purchaser shall set forth in writing its reasons for such disapproval in Purchaser's response given within such forty-five (45) day period.

(vi) The design and location of the Service Access shall be based on the following criteria in the order of priority indicated:

First: No trucks or loading docks served by trucks shall use or be served off the grade level of Couch Place in Block 36;

Second: If feasible and economically possible, the Oliver and the Delaware Buildings in Block 36 shall be served by an underground passage or access tunnel;

Third: If feasible and economically possible, Block 37 shall be served by an underground passage or access tunnel going under Couch Place in Block 36, the south half of Block 36 and Randolph Street north of Block 37;

Fourth: If feasible and economically possible, the service and access referred to at First, Second and/or Third above will connect via the Tunnel to Lower Wacker Drive.

(vii) If the Tunnel is to be located in or under the Dearborn Street right-of-way and constructed simultaneously with the foundation of the Improvements, the Tunnel may be designed flush with, but not structurally integral to, the foundation of the Improvements. If the Tunnel is to be located in or under the Dearborn Street right-of-way and constructed after completion of the foundation of the Improvements, the Tunnel shall be constructed so as not to prevent (1) pedestrian use of the sidewalks for access to the lobby entrance of the Office Tower and (2) automobile ingress and egress to the parking garage in the Improvements.

(viii) Notwithstanding the foregoing, if the Service Access reaches grade level at Lake Street in the Tremont Site, at least twenty-five percent (25%) of the Service Access Payment shall be devoted to enhancing the facade of the structure to be built on the Tremont Site to minimize the visual impact of the portal for the Service Access and relate the facade of such structure to its facade on Dearborn Street. For the purposes of this subparagraph (d), if the conditions referred to in this subparagraph (viii) occur, the facade of the structure to be built on the

Tremont Site shall be considered part of the Service Access.

4. Contribution. As provided below in this Paragraph 5, the Purchaser shall make contributions totaling, in cash or in-kind, an amount equal to two percent (2%) of the Development Costs of the Office Tower, which costs shall be determined as described below in this Paragraph 5 and are herein referred to as the "Office Tower Costs."

(a) The funds from any cash portion of the contributions to be made by Purchaser pursuant to this Paragraph 5 shall be held as a fund or added to a fund (the "Fund") to be used only to enhance the total environment of the Project and for no other purpose. The Fund shall be administered and expended by a Commission or Committee of the City or by a not-for-profit corporation, trust or foundation created for such purpose. The City or its Commission or Committee or the corporation, trust or foundation having responsibility for the Fund shall have sole discretion over the expenditure of any such monies held therein.

(b) On the first day of the tenth (10th) month after the date of the Agreement, the Purchaser shall furnish to the City its good faith estimate of the Office Tower Costs accompanied by a certified check for fifty thousand dollars (\$50,000) payable to the City for the Fund.

(c) From time to time thereafter, upon the written advice of the Commissioner confirming to the Purchaser that the City or its Commission or Committee or the corporation, trust

or foundation having responsibility for the Fund has received additional contributions or payments from developers in the Project area other than Purchaser or contributions from other third parties, Purchaser shall "match" such additional funds by paying over to the City or to the not-for-profit corporation, trust or foundation having responsibility for the Fund as the Commissioner directs, a like amount within sixty (60) days of such written advice from the Commissioner; provided however, the total of such cash contributions shall (i) not exceed, in total, the difference between the total contributions required by this Paragraph 5 and the value of the in-kind contributions approved by the Commissioner, (ii) not exceed seventy-five thousand dollars (\$75,000) in any one calendar year (except if the contributions to be "matched" are more than such limit, such overage shall be carried forward until paid) or (iii) if not sooner paid, whether "matched" or not "matched", be paid upon Purchaser's request for a Completion Certificate. In no event shall such cash contributions be less than five hundred thousand dollars (\$500,000).

(d) Until the cash portion of the contribution described in this Paragraph 5 has been paid, the City shall have a lien, reserved to it in the Deed, on the Site and Improvements to secure such cash contribution. Upon request of the holder of any mortgage permitted under Paragraph 14 below, the City shall subordinate any portion of such lien in excess of one million eight hundred thousand dollars (\$1,800,000) (as

reduced by the amount of such contributions from time to time paid or completed) to the lien of such mortgage by instrument in form and content reasonably satisfactory to such holder.

(e) The "Development Costs of the Office Tower" shall be determined in accordance with the contents of Schedule One attached to the Agreement. Purchaser shall provide a final accounting of such Development Costs certified to by an officer or principal of a member of Purchaser within sixty (60) days after the City issues the Completion Certificate for the Office Tower together with any additional contribution thereby indicated. If such final accounting indicates that the total contribution is less than the estimate paid by Purchaser, the City shall pay to Purchaser any such difference within thirty (30) days of such final accounting. Purchaser shall maintain all records pertaining to such Development Costs for a period of at least three years after the date of the Completion Certificate and shall make such records available to the City, its agents and representatives during business hours for inspection and copying for the purpose of reviewing the computation of such contributions.

(f) Notwithstanding any other provision of this Agreement, the Purchaser's total amount of contributions, cash and in-kind, if any, made pursuant to this Paragraph 5 shall not be less than one million five hundred eighty thousand dollars (\$1,580,000).

5. Assignability and Transfer.

(a) Until Completion Certificates are issued, neither Purchaser nor any of its members, partners or shareholders

shall assign, transfer or convey all or any of its or their interest in the Purchaser, or assign, lease (except for leases made in the ordinary course of leasing portions of the Site or the Improvements for office, hotel and commercial uses at market rents and on market terms), transfer or convey any of its or their interest in that portion of the Site and Improvements for which a completion certificate has not issued, or any of its or their rights, duties or obligations under this Agreement, (such proposed assignments, leases, transfers and conveyances are hereinafter referred to as a "Proposed Transfer") without the prior written consent of the Commissioner being first obtained. Proposed Transfers also include, but are not limited to, admitting additional partners or permitting shares of stock to be issued to additional shareholders.

(b) So long as after a Proposed Transfer the Purchaser's principals identified on Exhibit "F" attached to the Agreement remain in active management and direct control of the construction and development of the Improvements, the Commissioner may withhold consent to any such Proposed Transfer (including, without limitation, a transfer of a portion of the Site and Improvements to a separate partnership or entity) only if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 11 below from having an interest in Purchaser, the Site or the Improvements or this Agreement, but shall not otherwise withhold consent. In the event that after a Proposed Transfer is consummated, the Purchaser's principals identified on Exhibit "F" attached to the Agreement will not be

in active management and direct control or share in such management and control of the construction and development of such portion of the Improvements, or if the assignee, lessee, grantee or transferee is a person precluded by Paragraph 16 below from having an interest in Purchaser, the Site, the Improvements or this Agreement, the Commissioner may withhold his or her consent to such Proposed Transfer in his or her sole discretion.

(c) The Commissioner shall consent or, in writing, specify the reasons for withholding its consent to any Proposed Transfer within ten (10) days after receipt from the Purchaser of documents disclosing the names of the parties interested, directly and indirectly, in such Proposed Transfer and copies of the proposed instruments of assignment, lease, transfer, conveyance, admitting additional partners or issuing shares of stock to new shareholders. Such documents disclosing such names shall be in accordance with and on forms meeting the requirements of the Commissioner. If the Commissioner fails to respond to any request for such consent within such ten (10) day period, such failure shall be deemed a consent to such Proposed Transfer. In the event the Commissioner fails to respond, upon written request of the Purchaser, the Commissioner will give Purchaser a written acknowledgement that it received such a request for a consent and failed to respond thereto.

(d) As used herein, the term "active management and direct control" means that the individual or entity is actively

involved in the affairs of the Purchaser, partakes in making substantial decisions and is involved in the over-all supervision of the enterprise; it does not require day-to-day participation in these activities. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Purchaser of its obligations under this Agreement, subject to the limitations of Paragraph 3(g) in the Agreement and all assignees, lessees, transferees and grantees of any interest, direct or indirect, in the Site, the Improvements, the Purchaser or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the Site or Improvements), shall hold such interest in accordance with the terms and provisions of this Agreement. Notwithstanding the provisions of this Paragraph 9, the Purchaser may mortgage all or portions of the Site and the Improvements as provided by Paragraph 10 below.

(e) At the time of the submission of a Proposal by Purchaser in response to a Request for Proposals advertised by the City beginning November 1, 1982 and the subsequent agreement between the Purchaser and the City dated as of February 13, 1983 entitled Redevelopment Agreement and Contract for the Sale of Land, North Loop, Block 16 (the "Original Redevelopment Agreement"), it was contemplated by the Purchaser that Americana Hotels Corporation, an affiliate of Americana Loop Associates, a partner of the entity constituting the Purchaser, would become the operator of the hotel facility included in the

Hotel/Retail Building. In the event that Purchaser shall hereafter advise the Commissioner in writing that Americana Hotels Corporation will not be the operator of such hotel facility, and provided that such advice of Purchaser also certifies that the persons identified in Exhibit "F" attached to the Agreement continue to remain in active management and direct control of the construction and development of the Improvements, Americana Loop Associates, including all partners therein, shall thereupon be fully and forever discharged and released by the City of Chicago of and from all duties, obligations and liability arising under this Agreement, the Original Redevelopment Agreement and all Proposals of Purchaser which are referred to in such Agreement and Original Redevelopment Agreement defined in the Agreement. Such release shall become effective on the condition herein provided without any further action or confirmation thereof by the City of Chicago and whether or not Americana Loop Associates continues thereafter to own an interest in the Purchaser.

6. Barricades. Purchaser shall install a construction barricade of a type, kind and appearance approved by the Commissioner and, until the barricades erected pursuant to this Paragraph 6 are removed with the approval of the Commissioner, the Commissioner shall first approve: (a) the maintenance and appearance requirements therefor, (b) the color scheme and painting requirements thereof and (c) the nature, type, content and design of all signs thereon as proposed by the Purchaser.

7. Construction and Approval of Plans and Financing.

Purchaser shall redevelop the Site for use in accordance with the Redevelopment Documents and construct the Improvements thereon and submit plans and evidence of financing therefor all in accordance with the Agreement.

8. Schedule of Construction. Purchaser shall,

subject to Permitted Delays, promptly commence and diligently complete construction of the Improvements on the Site within the periods specified in the Agreement.

9. Limitation Upon Mortgages. Prior to the City

giving a Completion Certificate, Purchaser shall not engage in any financing or any other transaction creating any mortgage, other encumbrance (such as, but not limited to, a "sale and lease back") or lien upon or security interest in the portions of the Site or the Improvements not covered by a Completion Certificate or upon any property or right included or paid as a Development Cost, or any part thereof, except for the purpose of obtaining funds in an amount not greater than the amount anticipated to be expended for the Development Costs. For the purpose of this Paragraph 9, "Development Costs" shall include the Purchaser's contribution to be made pursuant to Paragraph 7 of the Agreement, liquidated damages pursuant to Paragraph 3 of the Agreement and the "Security Amount" referred to in the Agreement in addition to the other items included in the definition of "Development Costs" on page 2 of the Agreement. No funds disbursed under any such mortgage, other encumbrance, lien or security interest shall be used for any purpose other than Development Costs.

10. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of this Deed or the Agreement, the holder of any mortgage permitted by Paragraph 9 of this Deed [including any holder or its nominee who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who is an affiliate of Purchaser and who thereafter obtains title to the Site or such part from or through such holder or (b) any other purchaser at foreclosure sale who is an affiliate of Purchaser] and shall not be personally obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder or nominee; but any such holder or nominee shall have the rights of Purchaser under this Agreement. Nothing in this Paragraph or any other provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any use or occupancy or to construct any Improvements thereon, other than the use, occupancy or Improvements provided or permitted in the Redevelopment Documents and this Agreement. Nothing in this Paragraph or in this Agreement shall be construed (i) to impose liability on the assets of any such mortgagee or its successors other than its or their rights, title or interest in the Site or Improvements or (ii) to release the Site or the Improvements from the liens in favor of the City reserved in the Deed unless

and until the amounts secured thereby under Paragraph 5 above are fully paid to the City or are otherwise satisfied. As used in Paragraph 10 the term "affiliate of Purchaser" means any person, corporation or other entity controlling, controlled by or under common control with Purchaser.

11. Conflict of Interest - City's Representatives Not Individually Liable. Prior to the City's issuing the Completion Certificate, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, this Deed, the Site, the Improvements or the Purchaser; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to Purchaser, or any successor in interest, to perform any commitment or obligation of the City under this Deed or the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

12. Equal Employment Opportunity. Purchaser agrees that during the construction of the Improvements or performance of other work required by this Deed or the Agreement it shall implement the Affirmative Action/Equal Opportunity/Minority Business Program referred to in Paragraph 17(a) of the Agreement and shall comply with Federal and State of Illinois Equal

Employment and Affirmative Action statutes, rules and regulations, including but not limited to the Illinois Human Rights Act and regulations promulgated pursuant thereto.

13. Restrictions on Use. Purchaser agrees that Purchaser shall:

(a) devote the Site and the Improvements to the uses set forth in the Redevelopment Documents for the time specified therein; and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Site or any Improvements located or to be erected thereon, or any part thereof.

14. No Third Party Beneficiaries. The approvals given by the City pursuant to this Deed and the Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Purchaser, the mortgagee or other lien holder permitted by Paragraph 10 above, and their successors in interest in the Site and no other person or party may claim the benefit of such approval or certificate.

15. No Waiver by Delay. Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the

default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by a party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

16. Foreclosure of Liens. Any lien reserved or created by this Deed in favor of the City may be foreclosed by the City in accordance with the laws and statutes of the State of Illinois applicable to mortgage foreclosures.

17. Tax Increment Financing

(a) The City and the Purchaser agree:

(i) that for the purposes of this Deed and the Agreement the total minimum assessed value ("Minimum Assessed Value") of the Site and the Hotel/Retail Building and the Office Tower for the several years as noted are shown on Exhibit "E" attached to the Agreement which Exhibit is attached to this Deed and as such is amended from time to time is hereinafter in this Deed referred to as Exhibit "A".

(ii) that the real estate taxes derived from the Site and the Improvements arising from all tax rates of the various taxing districts for the several years as noted

are estimated to be as shown in Exhibit "I" attached to the Agreement which Exhibit is attached to this Deed as such is amended from time to time is hereinafter in this Deed referred to as Exhibit "B".

(b) With reference to the assessment of the Development Site or the Improvements or any part thereof, except as provided herein, the Purchaser shall not for any year referred to in Exhibit "A" attached hereto:

(i) apply for, seek, or authorize any exemption from the imposition or paying of any or all real property taxes, without first obtaining the prior written approval of the City.

(ii) directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown on Exhibit "A" attached hereto.

(iii) apply for, seek, or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and the Purchaser does hereby consent to the City's appearance, and shall provide to the City a reasonable opportunity to appear before any administrative and/or judicial body to contest or defend the assessed value against any such application or attempt to reduce such assessed value.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or

combination thereof, in effect for 1986 and future years would produce real estate taxes for the Site and Improvements for any year in excess of taxes set forth in Exhibit "B" attached hereto, the Purchaser may seek to lower the assessed values indicated in Exhibit "A" attached hereto or rates or equalization factors reflected in Exhibit "B" attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Improvements for such year below those specified in Exhibit "B" attached hereto. Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable generally or to the entire Project, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Purchaser shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

(c) The foregoing covenants (i) through (iii) in Paragraph 18(b) above shall be construed and interpreted as an express agreement between the Purchaser and the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and Improvements. This Agreement may be used by the City, in the City's discretion, as admission against the Purchaser's interest in any proceeding.

18. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default by the

Purchaser under this Deed or the Agreement, the holder of any mortgage, trust deed or other similar instrument creating a security interest lien on the Site or the Improvements or a part thereof

(i) has under its mortgage, trust deed or other similar instrument, but does not exercise, the option to construct or complete the Improvements relating to the Improvement or part thereof covered by its mortgage, trust deed or other similar instrument and such failure continues for a period of sixty (60) days after the holder has been given written notice of such default by the City; or

(ii) undertakes the completion of the Improvements but does not Complete such construction within a six (6) month period following the date for such Completion provided in this Agreement, and such default shall not have been cured within sixty (60) days after written notice thereof to such holder from the City so to do,

the City shall (and every mortgage, trust deed or other similar instrument made prior to completion of the Improvements or any part thereof shall expressly so provide) have the option of paying to the holder of such mortgage, trust deed or other similar instrument the amount secured thereby and obtain an assignment of the mortgage, trust deed or other similar instrument and the debt secured thereby, or, in the event ownership of the Site or Improvements (or part thereof) has vested in such holder by way of foreclosure or action or deed in lieu

thereof, the City shall be entitled, at its option, to a conveyance to it of the Site or Improvements or part thereof (as the case may be) upon payment to such holder of the amount secured by such mortgage, trust deed or other similar instrument together with costs and interest at market rates if such mortgage, trust deed or other similar instrument has been foreclosed and interest under the mortgage, trust deed or other similar instrument has stopped accruing.

19. City's Option to Cure Mortgage Default. In the event of a default by the Purchaser under any mortgage, trust deed or other similar instrument creating an encumbrance or lien upon the Site or the Improvements or a part thereof, the City may at its option, exercised by written notice within thirty (30) days after the holder of such mortgage has given written notice of default, cure such default by entering the Site and performing the necessary construction work or paying the sum then due; in either case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Deed or the Agreement, operation of law or otherwise, to reimbursement from the Purchaser of all costs and expenses incurred by the City in curing such default and shall have a lien upon the Site or the Improvements for such reimbursement: Provided, that any such lien of the City shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Site or Improvements authorized by this Deed and the Agreement.

20. Payment of Taxes.

(a) During the term of any "construction loan" secured by a mortgage or other lien permitted by Paragraph 10 above, the Purchaser (i) shall arrange to have reserved with the holder of such mortgage or other lien a sum sufficient to pay the amount of taxes described in Exhibit "B" attached hereto accruing during such term and (ii) provide to the City such mortgagee's or lien holder's written commitment, in form and content satisfactory to the Commissioner, to use such reserved sum for the payment of the taxes indicated in this Paragraph 21(a). As used herein the term "construction loan" refers to a loan the proceeds of which are disbursed to pay the costs of construction as work is finished and payment therefor is made.

(b) From the end of the term of such "construction loan" through the end of the third calendar year after Completion of the Improvements, Purchaser shall maintain each year a cash deposit or letter of credit (from a bank satisfactory to the Commissioner) in the amount of the taxes for such year shown in Exhibit "B" attached hereto; provided, however, that if during such period the members of Purchaser have a combined net worth in excess of five (5) times the taxes for such year, the Purchaser shall not be required to maintain such deposit or letter of credit with the City. For any year that Purchaser is desirous of avoiding maintaining such deposit or letter of credit, Purchaser shall provide to the Commissioner prior to January 1 of such year financial statements of the members of

Purchaser, signed by the party furnishing such and prepared in accordance with generally accepted accounting principles. For purposes of this subparagraph (b), the term "net worth" as used in this subparagraph (b) shall mean, as of the date of determination, the excess of the total assets of Purchaser over the total liabilities of Purchaser, determined in accordance with generally accepted accounting principles, excluding, however, from the determination of the total assets of Purchaser all assets which could be treated as intangible assets under generally accepted accounting principles consistently applied (including, without limitation, all patents, licenses, trade names, trademarks, copyrights, good will, deferred charges, unamortized debt discount and expenses, organizational expenses, and experimental and development expenses).

(c) In the event that Purchaser defaults in the payment of taxes for the years shown in Exhibit "B" hereto or defaults under the terms of any mortgage or other instrument creating a security interest lien on the Site or the Improvements or a part thereof, and such default is not cured, Purchaser shall deposit with the City from year to year the amount of the taxes required by such Exhibit due for such year on or before January 2 of the year during which such taxes are due.

21. Performance Bonds. The Purchaser shall require in all construction contracts for the Improvements that the contractors and subcontractors be bonded for their performance and payment by sureties having a AA rating or better using American Institute of Architects' forms (No. A311) or their

equivalent, with the City being shown as an additional obligee if upon enforcement of such bond, the City assumes the obligations thereby imposed. The City shall waive the requirement for such bond for any contractor or subcontractor for which the City receives from the Development Officer of Urban Investment & Development Co. responsible for the development and construction of the Improvements written certification in form and content satisfactory to the Commissioner that in such officer's opinion, the requirement of a bond for such contractor or subcontractor is not necessary because of the credit worthiness, history of performance, size of the contract or subcontract or other reason therefor which, in each case, shall be stated in such certification. With such certification, so long as the Purchaser does not receive such a bond or so long as a lender to Purchaser does not require such a bond, the requirement therefor under this Agreement shall be deemed waived.

22. Contingent Paragraphs. Notwithstanding the terms of Paragraphs 17, 18, 19, 20 and 21 above, such provisions shall not be applicable to the transaction contemplated by this Deed or the Agreement or enforceable against the Purchaser in the event the City does not enact a tax increment financing plan referred to in Recitals I and J of the Agreement affecting the Site and the Improvements.

23. Covenants: Binding Upon Successors In Interest: Period of Duration. It is intended and agreed that the liens, terms, conditions and covenants provided in Paragraphs 2 through 22 are covenants running with the land binding to the fullest

extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Site, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project area which is subject to the land use requirements and restrictions of the Redevelopment Documents.

24. Consents and Approvals: The City will not unreasonably withhold any consent of approval requested by the Purchaser pursuant to the terms of this Deed and that any such consent or approval will not be unreasonably delayed or qualified.

25. Recording of Completion Certificate: Pursuant to Paragraph 11 of the Agreement, at Completion of portions of the Improvements in accordance with the Agreement on the conditions as provided in the Agreement, the City shall furnish Purchaser with an appropriate instrument certifying that the Improvements meeting such requirements have been Completed and the other obligations of the Purchaser to be performed prior to such certification are satisfied. Such certificates are referred to in this Deed and the Agreement as the "Completion Certificates." Upon recording of a Completion Certificate, except as expressly stated therein to the contrary, the liens, terms, conditions and covenants of this Deed set forth in Paragraphs 2 through 12, both included, and 16, 17 and 19 above, for the portion of the Improvements covered by such certificate shall be considered

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UNFINISHED BUSINESS

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and deemed satisfied, terminated, released and otherwise ended
and of no force or effect after such recording.

IN WITNESS WHEREOF, the City of Chicago has executed
executed this Deed, all as of the date first written above.

City of Chicago

By: _____
Harold Washington, Mayor

[City Seal]

Attest:

City Clerk

State of Illinois)
) ss.
County of Cook)

Acknowledgement for the City of Chicago

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the Mayor of the City of Chicago, and _____ personally known to me to be the Clerk of that city, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and such Clerk, they signed and delivered the above instrument and caused the seal of such city to be affixed thereto, pursuant to authority given by the City Council of that city as their free and voluntary act, and as the free and voluntary act and deed of such city for the uses and purposes therein set forth.

Given under my hand and seal, this ____ day of _____
19__.

Commission expires
_____ 19__

Notary Public

11/28/84

UNFINISHED BUSINESS

11373

CABLE ADDRESS

Cable Bank, Inc.

TELEPHONE (312) 555-5555

XXX 923-5946



CONTINENTAL BANK

CENTRAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
231 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60603

EXHIBIT

IRREVOCABLE DOCUMENTARY CREDIT NUMBER _____

APPLICANT

LIBRA PARTNERS/AMERICANA/
URBAN VENTURE
625 N. Michigan Avenue
Chicago, Illinois 60603

BENEFICIARY

CITY OF CHICAGO
120 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602

AMOUNT

USD 500,000
FIVE HUNDRED THOUSAND AND
00/100 U.S. DOLLARS

EXPIRY

09-30-85 AT OUR COUNTERS
September 30, 1985

DEAR SIR(S),

We hereby establish in your favor our Irrevocable Standby Letter of Credit Number _____ which is available for payment of your drafts at sight, drawn on Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, bearing the clause "DRAWN UNDER CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, CHICAGO, ILLINOIS, CREDIT NUMBER _____," and accompanied by:

A certificate of the Commissioner of the Department of Planning of the City of Chicago certifying that:

- (i) Beneficiary has the right to draw on the Letters of credit under Paragraph 3 of the Redevelopment Agreement and Contract for Sale of Land, North Loop Block 16, dated September 30, 1984, made by and between the City of Chicago and Libra Partners/Americana/Urban Venture,
- (ii) by reason of such right, there is due and owing to said Beneficiary under this Letter of Credit the sum equal to the amount of the draft presented herewith and demand is hereby made for the payment of such sum due and owing under this Letter of Credit.

We hereby engage with you that your drawings in conformity with the terms of this letter of credit will be duly honored on presentation.

**This documentary credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1974 revision) International Chamber of Commerce (Publication No. 290).

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

For Cashier

For Cashier

PLEASE ADVISE ALL CORRESPONDENTS TO

Continental Illinois National Bank and Trust Company of Chicago

231 South La Salle Street

Chicago, Illinois 60603

-97-

No. 197179

EXHIBIT "D"

DESCRIPTION OF PROPOSED DEVELOPER CONTRIBUTION

The Developer Contribution required pursuant to Paragraph 7 of the Agreement may consist of the cash and "in-kind" contributions described below:

1. The Purchaser urges the City to use the cash payments required by Paragraphs 7(b) and 7(c) of the Agreement for the specific purpose of enhancing cultural and entertainment activities in the Project area. In addition, the Purchaser urges the City to cause the formation of a not-for-profit or limited dividend corporation or to designate a City Commission for the purpose of promoting cultural and entertainment facilities and programs in the Downtown area. Such corporation or Commission should be established to receive tax-free contributions and grants for such purposes from interested citizens and entities as well as the Developer Contributions from the Purchaser and other developers of the Project.

2. The Purchaser may allocate a portion of the total Developer Contribution for the purpose of implementing an Affirmative Action Program for the proposed development. The scope of this allocation would be determined after a plan for the implementation of the Affirmative Action Program has been defined in a written proposal by the Purchaser approved by the Commissioner. It is contemplated that the major portion of the allocation described in this Paragraph would consist of "in-kind" services, such as special staffing, site offices and operating

costs. Matching grants to selected public and private agencies may be included as part of this contribution to defray added costs that may be incurred by such agencies under the approved Affirmative Action Plan.

3. The Purchaser proposes an environmental "in-kind" contribution by facilitating planning programs to improve and beautify the "EL" structure and related facilities in the vicinity of the Site and the proposed Improvements. Under this contribution, the Purchaser would fund preparation of conceptual plans for the "EL" between the east side of State Street right-of-way and the west side of the Dearborn Street right-of-way, and the Purchaser may also help defray selected capital costs pertaining to beautification recommended in such plan.

4. If, on approval of the Commissioner, the Purchaser proposes that the pedestrian bridge connecting the Improvements with the building to be constructed on Block 17 is implemented in the form of a structure the east-west segment of which is constructed parallel to and supported by the Elevated Transit structure in Lake Street, a portion of Purchaser's contribution may be allocated to help defray that portion of the cost of such bridge which exceeds the cost which Purchaser is required to contribute under the provisions of the RFP and Paragraph 5(a) of the Agreement.

EXHIBIT "E"

Description of Purchaser's Revised Proposal

1. Amended Proposal to Purchase Land For Private Development dated December 13, 1984 with exhibits, schedules, statements and information attached thereto including, Financial Information, Qualifications, Ownership Disclosure, Non-Collusion Affidavit, Narrative Description, Illustrative Documentation, Commitment re Contribution, Time Table, Financial Capability and Commitment re: Affirmative Action.

2. A letter dated February 14, 1984 addressed to the City signed by Eugene Golub on behalf of the Purchaser.

EXHIBIT "F"

In the case of Libra Partners, either Mr. Eugene Golub or Mr. Van L. Pell or an entity controlled by either or both of them.

In the case of Urban Investment and Development Co., a corporation, either that corporation or one or more of its affiliates, an affiliate being a person controlling, controlled by or under common control with such corporation.

EXHIBIT "C"

DESIGN CRITERIA FOR
AFFIRMATIVE ACTION PROGRAM

The Purchaser agrees to establish, maintain and implement a continuing Affirmative Action Program (the "Program") designed to promote equal opportunity in every aspect of employment and procurement of goods and services. The Affirmative Action Program shall include the following elements:

1. Policy Statement. Purchaser's commitment regarding equal employment opportunity and minority business enterprise utilization shall be expressed in a policy statement to be included in all contracts for construction of the Development and circulated to minority, female and non-minority community and business organizations. The statement shall provide as follows:

Policy. Purchaser is committed to providing maximum opportunity for minorities and females in its Development Project. Neither Purchaser nor its contractors shall discriminate on the basis of race, color, religion, sex, age, handicap, special veteran status or national origin in any aspect of employment of the award and performance of contracts to be utilized for the Development Project. Furthermore, affirmative action will be taken, consistent with sound business policies and applicable law, to ensure that females, minorities and minority-owned business are afforded a fair and representative opportunity to participate in Purchaser's Development Project.

2. Designation of Personnel. Purchaser shall designate an Affirmative Action liaison officer and adequate staff to administer the Affirmative Action Program. The Program shall identify the initial liaison officer and describe the authority, responsibility and duties of such officer and support staff.

3. Employment During Construction Period. The Purchaser believes, based on experience in other major cities, that employment percentage goals should be established that are achievable under prevailing conditions of the local labor market. The Purchaser also recognizes the importance of establishing goals which are higher than the prevailing levels of minority and female employment.

Toward implementation of this aspect of the Affirmative Action Plan, the Purchaser has proposed in Exhibit "D" attached to the Agreement to set aside a portion of its "in-kind developer's contribution". Such contributions could be used, among other ways, to initiate an apprenticeship training program for minorities and females, in cooperation with City agencies, local trade unions, and representatives of the building industry.

The capacity of the Chicago area to furnish the labor input for an expanded Affirmative Action Program will be researched and documented. It is the Purchaser's intent to participate in such research as part of establishing a detailed Program.

4. On-Going Employment for Operation of Facilities. The Purchaser will establish minority and female employment goals for City approval before hiring commences for the operation of its completed facilities, i.e., building management and maintenance.

The Purchaser will advise the City of Chicago Office of Employment and Training of job openings, under a "First Source Agreement," prior to advising other employment resources

and Purchaser shall consider the persons referred by such City office within the time limits provided under such agreement.

5. Women's/Minority Business Enterprise. The formulation of an achievable plan and goals for utilization of Women's/Minority Business Enterprises in the Development is considered to be a critical element in the Purchaser's Affirmative Action Program. The Purchaser is committed to establishing the highest attainable standards in order to meet the City's objectives in this area. In this regard, the following techniques will be employed:

(a) The Purchaser will request input from women's/minority business enterprise assistance agencies, as well as the appropriate City agencies, in setting Women's/Minority Business Enterprise goals as part of its detailed Program.

(b) The Purchaser will establish goals for Women's/Minority Business Enterprise firms as a percentage of the retail tenant gross leaseable area in the Improvements.

(c) The Purchaser will require that the prospective hotel operator formulate and adopt an Affirmative Action Program, including goals for the purchase of services and supplies from Women's/Minority Business Enterprise firms.

(d) In formulating the goals for this aspect of the Affirmative Action Program, the Purchaser will consider the standards and experiences of governmental agencies and private enterprises in the Chicago area.

6. Linked Developments. The Purchaser will cooperate with the City of Chicago in establishing programs that

provide assistance and advice in the areas of leasing, planning, marketing and the establishment of model affirmative action programs to neighborhood-based projects. Under the Affirmative Action Plan, the Purchaser will commit to consider investment in or joint venture participation in neighborhood projects, but only if any such project meets the Purchaser's criteria for investment or joint ventures in the Purchaser's sole judgment and discretion.

7. Affirmative Action Procedures. The Purchaser will implement specific procedures to assure achievement of its minority and female employment and Women's/Minority Business Enterprise firms utilization goals.

(a) Previous Affirmative Action experience will be a consideration in the evaluation of contract bidder's proposals for construction contracts. Prospective contractors will be asked to address the subject of Affirmative Action in a positive manner. Each bidder will be encouraged to analyze and establish methods of achieving maximum results.

(b) The Purchaser will include specific provisions in all of its construction bid documents to secure the compliance of contractors, subcontractors and suppliers.

(c) With the assistance of the City, the Purchaser will develop and maintain a list of minority and female business assistance agencies and contractor associations for the purpose of providing timely notice of the intent to let contracts for construction or provision of services in the Development.

(d) The Purchaser will develop a program aimed at increasing the percentage of City residents employed on a temporary or on-going basis in the Development.

8. Definitions. As a part of the Affirmative Action Program, the Purchaser and the City will devise mutually acceptable definitions of certain terms used in the Program. Such definitions will seek to provide means of measurement or other objective standards to determine how Program goals are being met.

9. Maintenance of Records and Reports. The Purchaser will maintain records concerning the following:

(a) Identity of firms and dollar amount of contracts awarded to Women's/Minority Business Enterprise firms.

(b) Identity of and area computations for women/minority-owned businesses holding leases in the retail portion of the Development.

(c) Percentage statistics for minorities, females and Chicago residents employed in the construction of the Development and, similarly, percentage statistics pertaining to permanent employment in the operation of completed facilities.

EXHIBIT "H"
ASSESSMENT LEVELS

Tax Year*	Minimum Assessed Value (After Equalization)
1985	\$ 7,060,947
1986	7,060,947
1987	7,060,947
1988	7,060,947
1989	15,622,845
1990	29,390,269
1991	51,501,433
1992	60,845,653
1993	70,855,003
1994	73,689,208
1995	76,636,775
1996	79,702,247
1997	82,890,337
1998	86,205,951
1999	89,654,189
2000	93,240,356
2001	96,969,971
2002	100,848,769
2003	104,882,720
2004	109,073,029
2005	113,441,150
2006	117,978,796
2007	122,697,949

This Exhibit is subject to adjustment made as provided in Exhibit "I" to this Agreement. The Minimum Assessed Values shown are the values determined by multiplying the assessed values determined by the Cook County Assessor as adjusted by the Cook County Board of Appeals by the equalization factor established by the State of Illinois.

* The tax year is the year in which the assessment is applicable and taxes accrue. The taxes for any particular year are payable in the following year; hence, 1985 taxes are payable in 1986, and the taxes for the Minimum Assessed Value shown for 1985 would be paid in 1986.

EXHIBIT "I"
FUTURE TAXES

Tax Year	Key Event	Tax Amount
1985	Construction of Hotel/Retail Building. Begins in Fourth Quarter.	\$ 709,337
1986		709,337
1987		709,337
1988	Hotel/Retail Building completed in Fourth Quarter; Office Tower construction beginning no later than Second Quarter.	709,337
1989		1,370,363
1990	Office Tower complete in First Quarter.	2,354,604
1991		3,177,439
1992		6,115,313
1993		7,123,054
1994		7,407,976
1995		7,704,293
1996		8,012,467
1997		8,332,366
1998		8,666,234
1999		9,012,936
2000		9,373,453
2001		9,748,391
2002		10,133,327
2003		10,543,360
2004		10,963,614
2005		11,404,239
2006		11,860,403
2007		12,334,323

This Exhibit is subject to the following:

* The tax year is the year in which the taxes accrue.

The taxes for any particular year are payable in the following year; hence, the 1985 taxes are payable in 1986.

A. This Exhibit was prepared on the following assumptions:

1. Number of Hotel Rooms 690
2. Gross Square Feet of Retail Space 200,000
3. Gross Square Feet of Office Space 560,000
4. The hotel will be fully assessed during the fifth (5th) full calendar year after Completion thereof, and the Completion will occur during the last third of the calendar year; hence, there will be no assessment of the hotel improvements for that year. Between the calendar year in which Completion occurs and the calendar year during which full assessment occurs, the hotel will be assessed as follows:

1st year	50% of full assessment
2nd year	70% of full assessment
3rd year	80% of full assessment
4th year	90% of full assessment
5. That the retail space will be fully assessed during the third (3rd) full calendar year after Completion thereof, and the Completion will occur during the last third of the calendar year; hence there will be no assessment of the retail improvements for that year. Between the calendar year in which retail space is Completed and the calendar year during which full assessment occurs, the retail space will be assessed as follows:

1st year	50% of full assessment
2nd year	75% of full assessment

6. That the office space will be fully assessed during the fourth (4th) full calendar year after Completion thereof, and since the Completion will occur during the first third of the calendar year; this will be considered the first (1st) full calendar year. Between the calendar year in which it is Completed and the calendar year during which it realizes Stabilized Occupancy, the Office space would be assessed as follows:

1st year	20% of full assessment
2nd year	70% of full assessment
3rd year	85% of full assessment

- B. The following tax dollars per unit were used in calculating the taxes for each year shown in the column headed "Tax Amount":

Per Gross Square Foot of Retail and Office Space	\$4.00 per square escalated at 4% per year from 1982
Per Hotel Room	\$2,200 escalated at 4% per year from 1982

- C. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Hotel/Retail Building, the City and Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "H" to this Agreement making appropriate increases in the Tax Amount shown in this Exhibit "I" and in the Assessment shown in such Exhibit "H" pro rata to any increase in the number of Hotel Rooms and/or the gross square feet of retail space shown in the proposed Schematics for the Hotel/Retail Building.

- D. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Office Tower, the City and the Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "H" to this Agreement making appropriate increases in the Tax Amount shown in this Exhibit "I" and the Assessment

shown in such Exhibit "H" pro rata to any increase in the gross square feet of office space shown in the proposed schematics for the Office Tower.

E. In the event a "Key Event" identified above in this Exhibit "I" or a subsequent related event is delayed by reason of a Permitted Delay and notice thereof is given pursuant to the Agreement, the City and the Purchaser shall execute an amendment to this Exhibit "I" and Exhibit "H" to this Agreement making adjustments to the taxes and assessments as appropriate to reflect the Permitted Delay suffered. The effect of such adjustments shall be to defer the applicable amount of such taxes and assessments to subsequent tax years determined by the occurrence to the appropriate "Key Events."

This Exhibit is subject to the following:

* The year in which the taxes accrue. The taxes are payable in the following year, i.e., the 1984 taxes are payable in 1985.

A. This Exhibit was prepared on the following assumptions:

1. Number of Hotel Rooms 690
2. Gross Square Feet of Retail Space 200,000
3. Gross Square Feet of Office Space 560,000
4. The Hotel would achieve Stabilized Occupancy during the fifth (5th) year after Completion thereof and be fully assessed for such fifth (5th) year. Between the year in which Completion occurs and the year during which Stabilized Occupancy occurs the Hotel would be assessed as follows:

1st year	50% of full assessment
2d year	70% of full assessment
3d year	80% of full assessment
4th year	90% of full assessment
5. That the Retail Space would achieve Stabilized Occupancy during the third (3d) year after Completion and would be fully assessed in such third (3rd) year. Between the year in which it is Completed and the year

during which it realizes Stabilized Occupancy, the Retail space would be assessed as follows:

1st year	50% of full assessment
2d year	75% of full assessment

B. The following tax dollars per unit were used in calculating the taxes for each year shown in the column headed "Tax Amount":

Per Gross Square foot of Retail and Office Space	\$4.00 per square escalated at 4% per year from 1982
Per Hotel Room	\$2,800 escalated at 4% per year from 1987

C. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Hotel/Retail Building, the City and Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "B" to this Agreement making appropriate adjustments in the Tax Amount shown in this Exhibit "I" and in the Assessment shown in such Exhibit "B" as indicated by any increases in the number of Hotel Rooms and/or the gross square feet of retail space shown in the proposed Schematics for the Hotel/Retail Building.

D. As a prerequisite to the Commissioner's approval of the Approved Schematics for the Office Tower, the City and the Purchaser shall execute an amendment to this Exhibit "I" and to Exhibit "B" to this Agreement making appropriate adjustments in the Tax Amount shown in this Exhibit "I" and the

Assessment shown in such Exhibit "E" as indicated by any increase in the gross square feet of office space shown in the proposed schematics for the Office Tower.

E. In the event, a "Key Event" identified above in this Exhibit "I" or a subsequent related event is delayed by reason of a Permitted Delay and notice thereof is given pursuant to the Agreement, the City and the Purchaser shall execute an amendment to this Exhibit "I" and Exhibit "E" to this Agreement making adjustments to the taxes and assessments as appropriate to reflect the Permitted Delay suffered.

(Continued from page 11276)

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 Wednesday, the twenty-eighth (28th) day of November, 1984, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the Third (3rd) day of December, 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, 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 -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, December 3, 1984, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.