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COPY



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

Regular Meeting—Monday, February 4, 1985

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Aldermen Kellam, Marzullo, Cullerton.

Call to Order.

On Monday, February 4, 1985 at 1:22 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Quorum present.

On motions made by Aldermen Sheahan, Nardulli and Laurino, respectively, it was ordered noted in the Journal that Aldermen Kellam, Marzullo and Cullerton were absent due to illness.

Invocation.

Alderman George J. Hagopian (30th Ward) opened the meeting with prayer.

TRIBUTE TO LATE FIREMEN MICHAEL FORCHIONE, MICHAEL TALLEY AND CAPTAIN DANIEL NOCKELS.

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

WHEREAS, Three Chicago firefighters, whose bravery and devotion to duty were given to the last full measure, and whose tragic deaths are a personal and profound loss to their comrades; and

WHEREAS, They were killed in one of the deadliest fires in our City's history, demonstrating the courage that binds firefighters in a fraternity of brave men; and

WHEREAS, Firefighters Michael Forchione and Michael Talley, and Captain Daniel Nockels are survived by their loving families and mourned by their comrades and the people of Chicago; and

WHEREAS, They were faithful to their oath and died to protect life and property from fire, among the most threatening of urban disasters; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago assembled this 4th day of February, 1985, call on the people of Chicago to join in mourning the loss of these men; and

Be It Further Resolved, That the members of the Council and the people of our City be informed that a funeral mass will be said at Holy Name Cathedral, 735 North State Street, at 11:00 A.M. on Tuesday, February 5, 1985; and

Be It Further Resolved, That elected and appointed officials of the City of Chicago are encouraged to attend the funeral; and

Be It Further Resolved, That the flags of the United States and the City of Chicago shall be flown at half mast until sunset of Tuesday, February 5; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the loving families of these men.

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

Honorable Harold Washington, Mayor, extended his personal condolences to the families of the three firefighters, observing that both they and their families were representative of the "best kind of people we have." Expressing his amazement at the "dedication, strength, tenacity, and strong will of both the men and women in the families" of the firefighters, Mayor Washington also stated that it was "heart-breaking that (firefighters) not only risked their lives for ordinary accidents and nuisances . . . (they must also) risk their lives for willfully designed and perpetrated fires set for gain." The Mayor further noted that as a member of the Illinois General Assembly, he had served on an Arson For Profit Committee which had developed suggestions for the eradication of arson for profit. Mayor Washington suggested that it was perhaps time to "take another look" at the those suggestions.

All in the chambers stood as "Taps" were played.

On motion of Alderman Sheahan, seconded by Aldermen Pucinski, Evans, Natarus, and Mell, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

RECOGNITION GIVEN TO SIR GEORGE SOLTI AND
CHICAGO SYMPHONY ORCHESTRA FOR THEIR
TRIUMPHANT 1985 EUROPEAN TOUR.

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

WHEREAS, The Chicago Symphony Orchestra has triumphantly concluded a two-week European tour which began in Stockholm, Sweden on January 15 and ended in London on February 2, 1985; and

WHEREAS, The Chicago Symphony Orchestra has enjoyed a superb reputation since the late 1950's, and was first called the world's greatest by a distinguished London music critic in 1971; and

WHEREAS, Under conductor Sir George Solti, the orchestra has been praised throughout tours of Europe, the United States and the Far East; and

WHEREAS, Many distinguished guest conductors have appeared in concert with the Chicago Symphony Orchestra, and it has won six Grammy Awards for "Album of the Year" recordings; and

WHEREAS, The Chicago Symphony Orchestra is literally an ensemble of ambassadors for Chicago by virtue of their sales of blocks of tickets purchased by Americans wherever they tour; and

WHEREAS, The latest European tour was enhanced by the presence of Chicago's Mayor Harold Washington, Aldermen Beavers and Orbach, Commissioners Fine and Mier, and Messrs. Al Johnson and Bill Smith who led a contingent of Chicago Symphony Orchestra devotees to their concert, and attended two gala receptions in their honor following the performance; now therefore,

Be It Resolved, That the Mayor of the City of Chicago and the members of the City Council assembled this 4th day of February, 1985, do hereby recognize Sir George Solti and the outstanding musicians of the Chicago Symphony Orchestra for their triumphant 1985 European tour.

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

Honorable Harold Washington, Mayor, rose to call the tour a "tremendous triumph and success for the Chicago Symphony Orchestra." Noting that a City delegation had journeyed to Great Britain on a trade, investment and tourism mission, Mayor Washington called the orchestra our City's "best ambassador." The Mayor also observed that he had approached the trade mission with some concern over the image of the City but, upon querying those he met, found that "it has no image." The Mayor then declared that "we now have a tabula rasa to write upon" and stated that he could not think "of a better way to start writing on it" than through the performances of the Chicago Symphony Orchestra.

On motion of Alderman Orbach, the foregoing proposed resolution was *Adopted*, unanimously, by a viva voce vote.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

**Rules Suspended -- AMENDMENT OF MUNICIPAL CODE
CHAPTER 200.5 TO EXTEND EFFECTIVE DATE OF
"THE CHICAGO ALCOHOLIC BEVERAGE
TAX ORDINANCE".**

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 4, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Director of Revenue, I transmit herewith an ordinance amending Chapter 200.5 of the Municipal Code of Chicago, "The Chicago Alcoholic Beverage Tax Ordinance," to modify its effective date.

Your favorable consideration of this ordinance will be appreciated.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council will be considering substitute legislation to replace the Chicago Alcoholic Beverage Tax; now, therefore,

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

SECTION 1. The effective date of Chapter 200.5 of the Municipal Code of Chicago, which was passed on December 31, 1984, is hereby amended to be March 1, 1985 and not until such date shall such Chapter be in full force and effect.

SECTION 2. This ordinance shall be effective upon passage.

Referred - AMENDMENT OF MUNICIPAL CODE CHAPTER
6 TO PROHIBIT OUTSIDE PRACTICE OF LAW BY
CORPORATION COUNSEL.

Honorable Harold Washington, Mayor, submitted the following communication -- two committees having been called (the Committee on Public Records and Information and the Committee on Finance) the said proposed ordinance and communication were *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 4, 1985.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 6 of the Municipal Code of Chicago by adding a new Section 6-9 to prohibit the practice of law by the Corporation Counsel or his Assistants except in specified limited situations.

Your favorable consideration of this ordinance will be appreciated.

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

Referred - CONDITIONAL APPROVAL OF INDUSTRIAL
REVENUE BOND FOR PROJECT BY NATION
ENTERPRISES, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 4, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$800,000 for the financing of a project by Nation Enterprises, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF CERTAIN SITES DESIGNATED
BY PUBLIC BUILDING COMMISSION FOR CHICAGO
BOARD OF EDUCATION.

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

February 4, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Public Building Commission, I transmit herewith an ordinance approving certain sites designated by the Public Building Commission for construction of elementary school facilities for the Chicago Board of Education.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF
AMENDMENT TO AIRPORT USE AGREEMENT
AND TERMINAL FACILITIES AGREEMENT
OF 1983 BETWEEN CITY AND
AMERICAN AIRLINES.

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

2/4/85

COMMUNICATIONS, ETC.

12955

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 4, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the execution of an Amendment to the Airport Use Agreement and Terminal Facilities Agreement of 1983 entered into between the City of Chicago and American Airlines.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF AMENDMENT TO AIRPORT
USE AGREEMENT AND TERMINAL FACILITIES AGREEMENT OF 1983
BETWEEN CITY AND USAir AIRLINES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 4, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the execution of an Amendment to the Airport Use Agreement and Terminal Facilities Agreement of 1983 entered into between the City of Chicago and USAir Airlines.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR SALE OF PARCEL 3 IN COMMERCIAL
DISTRICT PROJECT LAWRENCE-KEDZIE TO
METROPOLITAN RESOURCES GROUP,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 4, 1985.

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 am transmitting herewith copies of an ordinance, approving the sale of Parcel 3 Commercial District Project Lawrence-Kedzie to Metropolitan Resources Group, Inc.

Also enclosed are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on December 4, 1984, authorizing the ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY
ON NORTH KINGSBURY STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 4, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing the acquisition of an area, 11.42 feet by 185.7 feet, on N. Kingsbury Street, north of W. Cortland Avenue. This 2,014.50 square foot area is necessary for the construction and realignment of the new sewer in N. Kingsbury Street.

Your favorable consideration of this ordinance will be appreciated.

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

**Referred – REQUEST TO STATE OF ILLINOIS DEPARTMENT
OF CONSERVATION FOR CITY TO BE AUTHORIZED
AS "APPROVED LOCAL GOVERNMENT".**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

February 4, 1985.

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

LADIES AND GENTLEMEN – At the request of the Commission on Chicago Historical and Architectural Landmarks, I transmit herewith a resolution approving the submission of a request on behalf of the City of Chicago to the State of Illinois, Department of Conservation to be authorized as an "approved local government" under Sections 501j-1 et seq. of the Illinois Revenue Act, to issue certificates of rehabilitation in order to participate in the provision of the statute providing tax incentives for qualified landmark property owners.

Also enclosed is a copy of the request from the Commission on Chicago Historical and Architectural Landmarks and a draft letter to the Illinois Department of Conservation requesting the authorization and approval as outlined above.

Your favorable consideration of this resolution will be appreciated.

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

**Referred – AUTHORIZATION TO ALLOW CITY TO PARTICIPATE IN
ILLINOIS HISTORIC PRESERVATION GRANT-IN-AID PROGRAM.**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

February 4, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Chairman of the Commission on Chicago Historical and Architectural Landmarks, I transmit herewith a resolution to allow the City to participate in the Illinois Historic Preservation Grant-In-Aid program for the amount of \$17,955.

Your favorable consideration of this resolution 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:

ACCEPTANCES AND BONDS UNDER ORDINANCES.

Acceptances and bonds under ordinances as follows:

Combined Insurance Company of America: Acceptance and bond under an ordinance passed on September 6, 1984 (communication cable); filed on January 25, 1985;

W. F. Hall Printing Company: Acceptance and bond under an ordinance passed on September 6, 1984 (conduits); filed on January 10, 1985;

Illinois Bell Telephone Company: Acceptance and bond under an ordinance passed on October 31, 1984 (vault); filed on January 30, 1985;

Illinois Bell Telephone Company: Acceptance and bond under an ordinance passed on December 3, 1984 (tunnel); filed on January 30, 1985;

Samuel and Margot Kacev: Acceptance and bond under an ordinance passed on September 6, 1984 (loading platform); filed on January 10, 1985;

Northwestern Golf Company and G & O Radiator Division and The Allen Group, Inc.: Acceptance and bond under an ordinance passed on October 31, 1984 (conveyor bridge); filed on January 30, 1985;

Reliable Plating Corporation: Acceptance under an ordinance passed on December 3, 1984 (water processing pipe); filed on January 22, 1985;

U. S. Industries, Inc.: Acceptance and bond under an ordinance passed on September 25, 1984 (conduits); filed on January 23, 1985;

Walther Memorial Hospital: Acceptance and bond under an ordinance passed on September 25, 1984 (water line); filed on January 10, 1985.

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 January 23, 1985, 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 February 1, 1985, 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 January 23, 1985, 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.

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 January 29, 1985, an ordinance passed by the City Council of the City of Chicago on December 31, 1984:

Ordinance granting authority to reduce amount of 1984 property taxes on Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971.

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:

SUMMARY OF ADOPTED BUDGET FOR 1985 SHOWING DISTRIBUTION OF APPROPRIATIONS.

A communication from the Office of Budget and Management transmitting a summary of the adopted Budget for 1985 showing the distribution of appropriations by function including local funds and General Revenue Sharing funds. -- *Placed on File.*

ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Amoco Oil Company -- to classify as a B4-3 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 19-G bounded by

W. Howard Street; N. Sheridan Road; a line 161.08 feet south of and parallel to W. Howard Street; and the alley next west of and parallel to N. Sheridan Road;

Harry Axelrod and Joseph J. LaRocco -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 2-G bounded by

the center line of the alley next south of and parallel to W. Polk Street; the center line of S. Miller Street; a line 59 feet - 1 1/4 inches south of and parallel to the center line of the alley next south of and parallel to W. Polk Street; and the center line of the alley next west of and parallel to S. Miller Street;

Daniel R. Barnas -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 18-J bounded by

the alley next north of and parallel to W. 79th Street; a line 72 feet - 9 3/8 inches east of and parallel to S. Trumbull Avenue; W. 79th Street; and S. Trumbull Avenue;

Roderick C. Ciombor -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 16-N bounded by

a line 249.90 feet east of and parallel to S. Oak Park Avenue; W. 63rd Street; a line 274.90 feet east of and parallel to S. Oak Park Avenue; and the alley next south of and parallel to W. 63rd Street;

Eugene Howard -- to classify as a B2-1 Restricted Retail District instead of an R2 Single-Family Residence District the area shown on Map No. 16-N bounded by

the alley next north of and parallel to W. 67th Place; S. Damen Avenue; W. 67th Place; and a line 74 feet west of and parallel to S. Damen Avenue;

Pepe's Realty Company -- to classify as a B5-3 General Service District instead of B4-3 Restricted Service and R3 General Residence Districts the area shown on Map No. 8-E bounded by

E. 31st Street; the alley next east of and parallel to S. Giles Avenue; a line 120.16 feet south of and parallel to E. 31st Street; and S. Giles Avenue;

South Chicago Savings Bank, U/T No. 11-2153 -- to classify as an R3 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 26-A bounded by

E. 108th Street; a line running along the western boundry of the South Chicago and Southern Railroad; E. 110th Street; and the alley next east of and parallel to S. Avenue F;

South Chicago Savings Bank, U/T No. 11-2153 -- to classify as an R3 General Residence District instead of M1-1 Restricted Manufacturing and R2 Single- Family Residence Districts the area shown on Map Nos. 26-A and 28-A bounded by

E. 110th Street; a line running along the westerly boundry of the South Chicago and Southern Railroad; a line 668.30 feet south of and parallel to E. 110th Street running along the western boundry of the South Chicago and Southern Railroad; a line 263.66 feet east of and parallel to S. Avenue G; a line 400.50 feet north of and parallel to E. 112th Street; E. 112th Street; the alley next east of and parallel to S. Avenue G; a line 820.90 feet north of and parallel to E. 112th Street; S. Avenue F; and a line from a point 998.90 feet north of E. 112th Street and 296.52 feet east of and parallel to S. Avenue G to a point 91.88 feet east of and parallel to S. Avenue F;

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:

A to Z Electric Co. (3), Aetna Life and Cas. Co. (5) Achilleas Basharis, Richard Boegelsack, Floyd Jordan, Teresa Martin and Robert Ekstrom, Allstate Ins. Co. (5) Peter Achivarelli, Nolito Demerin, Rosemary Rose, Inona Wesley and Daniel W. Zdinicki, American Family Mutual and Anthony Trocchio, Anthony Steve, Atlantic Co. and Seth Nkansa;

K. Baltrukonis, Blendonohy Peter M., Barone Ken, Bentcover Teri, Blackburn Fred, Black Laurie, Brooks Cornell, Buchanon Darryl;

Castleberry Willie, Chorney Terry, Claps Mary A., Crawford Donald B., Curtis Raymond A.;

Economy Fire Cas. Co. and Carlos and Gladys Lopez Rivera, Edwards Marc A.;

Farmers Group Ins. and Joseph Strocchia;

Gallo Mrs. Barbara, General Accident Ins. and Earline Thomas, Green Robert G., Gullo John;

Hegarty Terrence K., Home Ins. Co. and Laverne Schimanski, Hoover Emerson, Hughes Mrs. Emma G., Harris Jerome;

Isaac Bobby;

Jervier Veronique, Johnson Mark A., Julkes Rodger L. Jr.;

Kerr Catherine Y., Kim Hae Sue, King Shirley, Kleffman Daniel, Kochumman George, Konecki Mrs. Irene S., Kostogiannes Peter;

Levine Howard, Longo Janet;

Malnati Robert, Manner Realty Co., Maynard Rubby L., Mendelson J.;

Nationwide Ins. Co. and Catherine Smith, Nolinske Terrie, Noonan Flora;

Owens Christy L.;

Pena Ricardo, Pinc Gail F., Pepp Charles M., Pine-tree Laundry, Peoples Gas Light and Coke Co. (11), Posner Wendy;

Reinke Susan, Ross Roberta L., Ruffin LeRoy;

Schnaper Ann Rebecca, Sims Ervin, Singleton Clyde V., Smith Felix Jr., Spizzirri Linda, Sprovieri Charles, State Farm Ins. Co. (3) Kimberlee Brown and Gerald Hatfield, Thomas Champe and Eugene Oggerino, Super Stop Food and Liquor;

Talarico Anthony F., Threatte Robert L., Thompson Joel N.;

Vera Laura L.;

Ware Lamont, Welke Allan Wayne, Wheeler Nannie M., Williams Hinds;

Zander Thomas K., Zeravich L.

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

The City Clerk transmitted a communication from Walter K. Knorr, City Comptroller, under date of January 24, 1985, which reads as follows:

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of Board of Education property at Lake Street and N. Elizabeth Street which was authorized by ordinance passed March 30, 1979, Council Journal.

On motion of Alderman Banks, the bid submitted with the foregoing communication was ordered opened and read and was then *Referred to the Committee on Land Acquisition and Disposition*.

The following is a summary of said bid:

*Northeast Corner of West Lake Street and North
Elizabeth Street.*

Lake Elizabeth Partnership, c/o Howard W. Kaplan and Company, 5304 W. Devon Avenue, Chicago, Illinois 60646: Amount bid \$75,000.00, deposit check \$7,500.00 (cashier's check).

Referred -- REQUEST TO AMEND MUNICIPAL CODE TO
PROVIDE FOR LIMITED TELECOMMUNICATION
FRANCHISES WITHIN DEFINED CABLE
TELEVISION AREAS.

Also, a communication from Cablecom Corporation, transmitting a resolution pertaining to limited telecommunications franchises and requesting an ordinance amending the Municipal Code of Chicago to provide for limited telecommunication franchises within defined cable television areas, which was *Referred to the Committee on Cable Television*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED
WITH LASALLE AND BUREAU COUNTY RAILROAD
COMPANY FOR URBAN DEVELOPMENT ACTION
GRANT FUNDS.

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 between the City of Chicago and the LaSalle and Bureau County Railroad Company for Urban Development Action Grant Funds to assist the company in acquiring railroad land, track and trackage rights currently owned by Conrail.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by an ordinance passed April 13, 1984, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization and reconfiguration of a railroad line for the southeast area of Chicago; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-84-AA-17-0185 which provides for a loan of grant funds to LaSalle and Bureau County Railroad Company, an Illinois limited partnership, in the amount of \$200,000 for the acquisition of railroad rights-of-way, rail tracts, land and appurtenant rail facilities and rehabilitation and reconfiguration of certain rail track for the purpose of establishing a short-haul railroad line for the Southeast area of Chicago, for service to industries in Chicago, which will retain employment opportunities which could be lost but for the operation of the railroad, and create new employment opportunities; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$200,000 of Urban Development Action Grant funds to LaSalle and Bureau County Railroad Company, an Illinois corporation, for the acquisition of railroad rights-of-way, rail tracts, land, locomotives and appurtenant rail facilities, and rehabilitation and reconfiguration of the same, for rail property in the Southeast area of Chicago, as more particularly described in the Urban Development Action Grant Application, dated April 30, 1984. Said Redevelopment Agreement obligates LaSalle and Bureau County Railroad Company to make the aforesaid improvements as part of this renovation project by expending approximately \$1,335,000 in private funds, and further obligates LaSalle and Bureau County Railroad Company to use its best efforts to retain 35 jobs and create 4 new, permanent jobs.

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

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

Exhibit A attached to this ordinance reads as follows:

EXHIBIT A

This Agreement made in Chicago, Illinois, as of the _____ day of _____, 1985, between the City of Chicago, Illinois (the "City"), by and through the Department of Economic Development ("DED"), having its offices at 20 N. Clark Street, Chicago, Illinois 60602; and LaSalle and Bureau County Railroad Company ("Borrower") an Illinois corporation, having its principal place of business at 12800 South Butler Drive, Chicago, Illinois 60633, and LaSalle National Bank ("Trustee"), having its principal place of business at 135 S. LaSalle Street, Chicago, Illinois, not individually but solely as Trustee under Trust Agreement No. 22-04261-5-70 dated _____, 19____, the sole beneficiary of which is the Borrower, for that certain portion of the Project (as herein defined) which is located in LaSalle County, Illinois.

WITNESSETH:

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

WHEREAS, It is the intention of Borrower to acquire railroad rights-of-way, rail tracts, land and appurtenant rail facilities; and to rehabilitate and reconfigure certain rail tracks for the purpose of establishing a short-haul railroad line for the southeast area of Chicago, for service to industries in Chicago, which will create new employment opportunities and retain employment opportunities which could be lost but for the operation of the railroad; and

WHEREAS, The DED has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the acquisition and renovation by Borrower of said rail track; and

WHEREAS, In response to said application the United States Department of Housing and Urban Development has preliminarily approved UDAG Grant No. B- 84-AA-17-0185 (the "UDAG Grant") which provides that \$200,000 may be loaned by the City to Borrower; and

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

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

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

1.1. "Additional Collateral" shall mean all personalty of the Project.

1.2. "CDC" shall mean Chicago Association of Neighborhood Development Organizations City-Wide Development Company, with offices at 222 West Adams Street, Chicago, Illinois 60606

1.3. "Project" shall mean the acquisition of railroad rights-of-way, rail tracks, land and appurtenant rail facilities, and rehabilitation and reconfiguration of certain rail track and land for the purpose of establishing a short-haul railroad line for the southeast area of Chicago for service to industries in Chicago, said project is more fully described in the City of Chicago's (Department of Economic Development) Urban Development Action Grant Application for the Southeast Rail Expansion Project, dated April 30, 1984, and in the Urban Development Action Grant Agreement, U.D.A.G. Number B-84-AA-17-0185, between the City of Chicago and the Secretary of Housing and Urban Development of the United States of America.

1.4. "Property" shall mean the rail track, rail facility, rail equipment, buildings, fixtures and all other property located on land that is more particularly described in that certain mortgage dated _____, 1985, Chicago, Illinois, and recorded as Document No. _____, in the office of the Cook County Recorder of Deeds, Chicago, Illinois.

- 1.5. "SBA" shall mean the United States Small Business Administration.
- 1.6. "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.
- 1.7. "Senior Lender" shall mean the collective loans advanced to Borrower by South Chicago, in an amount not less than \$800,000 and by CDC, in an amount not less than \$500,000.
- 1.8. "Senior Financing" shall mean the collective loans of South Chicago and CDC, as described in Section 1.8 above, plus accrued and unpaid interest on the same, plus additional amounts actually advanced by South Chicago and/or CDC upon a failure of Borrower to perform its obligations under such loans.
- 1.9. "South Chicago" shall mean South Chicago Savings Bank, an Illinois Corporation with offices at 9200 South Commercial Avenue, Chicago, Illinois 60603.
- 1.10. "U.D.A.G. Collateral" shall mean the land, rail track and rail equipment comprising Project.
- 1.11. "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B- 84-AA-17-0185 with an obligation date of November 17, 1984, between the Secretary of Housing and Urban Development and the City.

Section II. Consideration.

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

Section III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

Section IV. Borrower's Covenants.

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

4.2. Borrower shall use its best efforts to cause to be created in connection with the utilization of the Property, within 48 months after the date of preliminary approval of the U.D.A.G. Grant Agreement, 4 permanent jobs and, 22 construction jobs. Borrower further agrees to use its best efforts to retain the 35 jobs now existing.

4.3. Borrower shall provide the evidence of private financing set forth in Exhibit D attached hereto and made a part hereof.

4.4. Borrower shall abide by all terms and conditions of the U.D.A.G. Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.5. Borrower expressly agrees that the funds available pursuant to this Agreement shall not be deemed committed by the City to the Borrower until the City has received a Release of Funds ("ROF") from the Secretary, and any otherwise eligible cost incurred by the Borrower prior to said ROF shall be at Borrower's sole risk, if the United States Department of Housing and Urban Development should later withdraw the U.D.A.G. Grant Fund.

4.6. The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the U.D.A.G. Grant Agreement, as amended from time to time.

Section V. Inspection and Review.

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

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

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

Section VI. Certificate of Completion.

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

Section VII. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting its business of operating a short-haul railroad line.

Section VIII. Other Security Interests.

8.1. During the term of the Loan, Borrower may grant security interests in, or may otherwise encumber the U.D.A.G. Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the U.D.A.G. Collateral.

8.2. Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the U.D.A.G. Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the U.D.A.G. Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Borrower set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the U.D.A.G. Collateral to any use, or to construct any improvements on the Property.

Section IX. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the Collateral; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower or any guarantor or surety for Borrower, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (e) a default of any Senior Financing. If a monetary default shall have occurred and shall continue for ten (10) days, the City without obligation to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred the City shall send notice to Borrower of such default. If such default is not cured within sixty (60) days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such sixty (60) day period and if Borrower has commenced efforts to cure, then the time to cure shall be extended so long as Borrower diligently continues to cure such default (herein referred to as the "Cure Period"); provided, however, in the case of a default under the Senior Financing, the cure period granted therein shall be the Cure Period under this Agreement.

Section X. Remedies.

Upon such default in accordance with Section IX above regardless of whether the Code (as defined below) has been enacted in the jurisdiction where rights or remedies are

asserted, and at any time thereafter, such default not having previously been cured, City, at its option, may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code as adopted and amended from time to time in Illinois ("Code"), including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations as provided in the Code. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Borrower's premises. City may require Borrower to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Borrower at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, may buy it at a private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Borrower for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, upon Borrower's failure to meet its obligations pursuant to Exhibit E, City may at its sole option assess a late charge of \$50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of City so long as any part of the Borrower's obligations remains unsatisfied.

Section XI. Acceleration Upon a Sale/Refinancing/Syndication.

Upon a sale, partial sale, refinancing (except a Permitted Refinancing as defined below) or syndication of the Project, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys or collection fees due and owing, at the sole option of the City, shall without further notice, demand or presentment to Borrower by City, become immediately due and payable; provided, however, a refinancing in an amount in excess of the Senior Financing shall be a Permitted Refinancing under this Agreement provided that the aggregate of the City's loan and the Senior Financing shall not exceed the then fair market value of the Project pursuant to M.A.I or S.R.P.A appraisal or an equivalent and such replacement refinancing entity is not

disqualified from participating in HUD-assisted projects under applicable HUD regulations; and provided further that a syndication for purposes of raising Developer's equity of at least \$35,000 shall not cause an acceleration of the Loan under this Agreement.

Section XII. General.

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

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

Section XIII. Housing and Urban Development Approval.

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

Section XIV. Equal Employment Opportunity.

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

14.1. Borrower will not discriminate against any employee or applicant for unemployment because of race, religion, color, sex or national origin. Borrower will develop an affirmative action plan to ensure equal employment opportunities without regard to race, color, religion, sex or national origin. Such plan shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

14.3. Borrower will include the provisions of subsections 14.1 and 14.2 of this Section XIV 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.

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

14.5. Notwithstanding anything herein to the contrary, any Borrower contract for the purchase of U.D.A.G. Equipment shall not be subject to the provision of this Section XIV.

Section XV. No Assignment or Succession.

No transfer of Loan funds by the City to Borrower shall be, or be deemed to be, an assignment of U.D.A.G. Grant funds, and Borrower shall not succeed to any rights, benefits or advantages of the City under the U.D.A.G. Grant, nor attain any rights, privileges, authorities or interests in or under the U.D.A.G. Grant.

Section XVI. Disclaimer of Relationship.

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

Section XVII. Conflict of Interest.

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

Section XVIII. Limitation of Liability.

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

Section XIX. Time of the Essence.

Time is of the essence of this Agreement.

Section XX. Additional Provisions.

20.1 Borrower shall erect a sign at the Project site which shall be consistent with criteria set by the United States Department of Housing and Urban Development, and furnished to Borrower by the City.

20.2. All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same

have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City:

City of Chicago, Illinois
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower:

LaSalle and Bureau County Railroad Co.
12800 South Butler Drive
Chicago, Illinois 60633
Attention: _____

With Copies to:

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

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

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

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

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

[Signature form omitted for printing purposes.]

Exhibit A

To Redevelopment Agreement.

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower \$200,000 of Grant Funds for acquisition by Borrower of railroad rights-of-way, rail tracts, land and appurtenant rail facilities and the rehabilitation and reconfiguration of certain rail tracks for the purpose of establishing a short-haul railroad line for service to industries in the South Chicago area.

2. Borrower agrees to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Borrower shall acquire railroad rights-of-way, rail tracts, land and appurtenant rail facilities and rehabilitate and reconfigure the Property and develop the Project for a total cost of not less than \$1,535,000.

(b) Borrower shall provide at least \$35,000 of cash equity for development costs.

(c) Borrower shall borrow not less than \$800,000 from South Chicago.

(d) Borrower shall borrow not less than \$500,000 from CDC pursuant to the SBA 503 Program, for which SBA shall provide a guaranty of a debenture in the amount of \$500,000 in accordance with the SBA 503 Loan Program.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the U.D.A.G. Grant.

Exhibit B

To Redevelopment Agreement.

The terms and conditions of the loan will be consistent with the following:

1. Construction Loan.

(a) The principal amount of the Loan shall be \$200,000.

(b) Simple interest at the rate of 3% per annum computed monthly shall accrue on all U.D.A.G. Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form an enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the U.D.A.G. Grant funds to Borrower and shall continue for a period of 3 1/2 months from said initial disbursement, but in no event later than July 30, 1985.

(d) The following shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

(i) Borrower shall certify to City and H.U.D. that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(ii) Borrower shall furnish to City a commitment for an A.L.T.A. policy of mortgagee title insurance, in the full amount of the third mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, and subordinated only to the first and second mortgages of the Senior Lenders in an amount not to exceed \$1,300,000, and to the extent machinery, equipment, rail track and appurtenances may be determined to be fixtures, subordinated to a security interest therein in favor of the Senior Lenders;

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee;

(iv) Borrower shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company"), which shall provide that Company shall receive, from Borrower, to review and approve no more frequently than monthly, the following as a condition precedent to the disbursement of any Loan proceeds to Borrower;

(aa) A Request for Reimbursement, specifying the amount requested, that said amount is for U.D.A.G. eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(cc) Certification by Borrower's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as Borrower's cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a staged basis, a voucher and paid receipts basis, or any combination of same;

(ff) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of U.D.A.G. Grant funds for every \$6.85 of private funds expended by Borrower for the Project.

(v) No loan funds shall be disbursed until Developer has first expended not less than \$1,245,997 of Private Funds in land acquisition for the Project thereafter, U.D.A.G. funds may be drawn down pursuant to paragraph 1(d) (iv) (ff) above;

(vi) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of H.U.D. and the Secretary of H.U.D. has authorized the City to draw down such funds from its letter of credit.

2. Permanent Loan.

(a) The permanent loan shall be the total sum of the enlarged principal balance of the construction period loan.

(b) The term of the loan shall be 20 years commencing upon substantial completion of construction but in no event later than July 30, 1985.

(c) The interest rate shall be 3% per annum in year 1, 4% per annum in year 2 and 5% per annum in years 3 through 20.

(d) Repayment of the Loan by Borrower to Lender shall be as follows:

(i) For year 1 (months 1 through 12) equal monthly payments of the enlarged principal balance plus interest at a rate of 3% per annum, based on a 20 year (240 month) amortization schedule;

(ii) For year 2 (months 13 through 24) equal monthly payments of the enlarged principal balance plus interest at a rate of 4% per annum, based on a 19 year (228 month) amortization schedule;

(iii) For years 3 through 20 (months 25 through 240) equal monthly payments of the enlarged principal balance plus interest at a rate of 5% per annum, based on an 18 year (216 month) amortization schedule;

(iv) In month 240 of year 20, Borrower shall make one final balloon payment of the remaining unpaid enlarged principal balance plus accrued and unpaid interest thereon at a rate of 5% per annum.

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

Exhibit C

To Redevelopment Agreement.

The Loan made pursuant to this Agreement shall be secured by the following:

1. A third mortgage or deed of trust in favor of the City on the land, rail tracks, rail facilities, rail equipment, buildings and fixtures comprising the Project subordinate only to the first mortgage or deed of trust of South Chicago in an amount not to exceed \$800,000, and a second mortgage or deed of trust of CDC in an amount not to exceed \$500,000.

2. A grant of security interest in all personal assets of the Project, subordinated only to an interest granted the Senior Lenders.

3. The completion of the Project shall be guaranteed by Borrower and repayment of the Loan shall be guaranteed by Borrower to the extent of its assets in the Project.

Exhibit D

To Redevelopment Agreement.

1. South Chicago shall loan the sum of \$800,000 to Borrower for the purpose of acquisition, rehabilitation and reconfiguration of property.
2. CDC shall loan at least \$500,000 to Borrower pursuant to the SBA 503 Program.
3. Borrower shall provide not less than \$35,000 in equity funds for the project.
4. SBA in accordance with its 503 Loan guaranty program, shall provide a guaranty of a debenture in the amount of \$500,000 to CDC to assist Borrower.

Exhibit E

To Redevelopment Agreement.

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Borrower shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing U.S. Department of Labor Form 308, or equivalent.
2. Not less than fifteen (15) days prior to the initiation of any construction activities the Borrower shall provide to the City fully executed Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U.S. Department of Housing and Urban Development Form HUD-1421 (6-75) or equivalent.

The following documentation shall be completed and submitted to the City, as may be required throughout the entire term of the Loan:

1. Upon initiation of construction activities the Borrower shall insure that the approved wage determination materials, together with a poster (U.S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.
2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Borrower shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U.S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Borrower shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

EXECUTION OF LOAN AND SECURITY AGREEMENT AUTHORIZED FOR
HYDE PARK THEATRES, INCORPORATED PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan and security

agreement with Hyde Park Theatres, Inc., in the amount of \$150,000.00 to assist in the expansion of business at 5238 S. Harper Avenue.

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

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

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in City; and

WHEREAS, The United States Department of Housing and Urban Development has made available to the City of Chicago through the federal Community Development Block Grant Program, a grant in the amount of \$1,500,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Hyde Park Theatres, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$150,000 for purposes of leasehold improvements and purchasing machinery which will result, among other things, in the creation of an estimated 5 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Hyde Park Theatres, Inc.; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Hyde Park Theatres, Inc., pursuant to which the City will loan \$150,000 to Hyde Park Theatres, Inc., to assist Hyde Park Theatres, Inc., to expand its motion picture theatre operations, said Loan and Security Agreement to be substantially in the form hereto as Exhibit A.

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

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

Exhibit A attached to this ordinance reads as follows:

Exhibit A

Security And Loan Agreement.

This Agreement is entered into and executed as of this day of , 19 , by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("DED"), having its offices at 20 North Clark Street, and Hyde Park Theatres, Inc., an Illinois corporation, with principal offices at 5238 South Harper, Chicago, Illinois ("Borrower").

Recitals:

Whereas, DED was established on 10 February 1982 by ordinance of the City Council of the City of Chicago; 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 and commercial development in the City; and

Whereas, DED has funds available to it through the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development (in the amount of \$1,500,000.00); and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$150,000 ("Loan") for the purpose of rehabilitating and resuming operations of the Hyde Park movie theatre.

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are incorporated herein and made a part hereof by reference.

Section 2. Definitions.

2.01 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

2.02 "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Collateral" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

2.03 "Collateral" shall mean those assets of Borrower (individually or collectively), now owned or hereafter acquired in which Borrower has granted Lender a security interest as set forth in Section 4 of this Agreement as security for the Loan.

2.04 "Financials" shall mean those financial statements provided to DED at the time of application for the Loan and financial statements hereinafter provided to DED pursuant to the terms of this Agreement.

2.05 "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (other than Lender), heretofore, now and/or from time to time hereafter owed, whether under written or oral agreement, operation of law, or otherwise.

2.06 "Other Agreements" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

2.07 "Property" shall mean that certain real estate located at 5238 South Harper, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

2.08 "Project" shall mean all activities of Borrower on the Property using the proceeds of the Loan or other Indebtedness.

2.09 "Senior Lender" shall mean Hyde Park Bank.

Section 3. Loan.

The Loan shall be made upon the following terms and conditions:

3.01 The principal sum of the Loan shall be \$150,000.

3.02 The term of the Loan shall be 5 years.

3.03 The rate of interest charged on the Loan, per annum, shall be seventy- five percent (75%) of that rate of interest charged by First National Bank of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"), payable in equal monthly installments in the amount set forth on [Lender statement(s) provided Borrower on or before the 10th day of January, April, July and October of each year the Loan remains outstanding. The aforesaid interest rate shall be established as of the date of this Agreement is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be 1 April, 1985] [the schedule of payments provided by Lender not less than two weeks prior to the first payment date].

3.04 Repayment of the Loan shall be in 60 equal monthly installments of principal (plus interest thereon as adjusted from time to time pursuant to Paragraph 3.03 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower).

3.05 Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes as follows:

(a) \$ for the purchase of equipment

\$150,000

(b) \$ for (rehabilitation)

and only at the Property; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to:

4.01 The Property

4.02 Inventory;

4.03 Goods (other than inventory), equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.04 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, the Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by

Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.05 Borrower shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which statements and agreements shall be recorded with the Cook County Recorder of Deeds, the Secretary of State of Illinois, and such other locations as Lender may demand to perfect its security interest in the Collateral.

4.06 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$_____.

Section 5. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

5.01 All presentations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

5.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its (incorporation) as represented at the beginning of this Agreement; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's (Articles of Incorporation or By-laws) or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in

the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

5.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a (second) secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 5.03.

5.04 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

5.05 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

5.06 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. (In addition, Borrower shall submit to DED quarterly statements of Borrower's financial condition prepared in accordance with generally accepted accounting principles consistently applied.)

5.07 Borrower shall immediately notify Lender of any and all events or actions which may materially affect Borrower's abilities to carry on its operations or perform all its obligations under this Agreement or any other agreements whether senior or junior to the Loan, and whether now existing or hereafter entered into by Borrower so long as any of Borrower's Liabilities remain unsatisfied.

Section 6. Maintaining Records/Right to Inspect.

6.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or (the U.S. Department of Housing and Urban Development ("HUD") necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and (HUD).

6.02 Any duly authorized representative of the Lender or (HUD) shall, at all reasonable times, have access to all portions of the Project.

6.03 The rights of access and inspection provided in this Section 6 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 7. Jobs.

7.01 Borrower shall use its best efforts to create approximately 5 new, permanent jobs within 12 months after execution of this Agreement.

7.02 Borrower shall report in writing to DED as DED may from time to time request, the numbers and kinds of jobs maintained, created and filled.

Section 8. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) default in the payment or performance of any obligations or of any covenants or liabilities contained or referred to herein which default shall continue for a period of ten (10) days following notice thereof to Borrower; (b) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (d) of this Section 8, continuing for a period of sixty (60) days after notice thereof to Borrower; or (e) any default to the Senior Lender which would permit Senior Lender, after the expiration of any applicable cure period thereunder, to accelerate its loan.

Section 9. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 8 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately

due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et. seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Lender so long as any part of Borrower's Liabilities remain unsatisfied.

Section 10. No Waiver by Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

Lender's delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights hereunder, shall not operate as a waiver of such rights or limit them in any way so long as an Event of Default shall be continuing.

(Section 11. Labor Standards.

If Loan proceeds are used for construction, Borrower shall be required to meet (including all contractors of Borrower) labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276-a-5).)

Section 12. Equal Employment.

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

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

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

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

Section 13. Disclaimer of Relationship.

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

Section 14. Conflict of Interest.

No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 15. Limitation of Liability.

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

Section 16. Non-Assignability.

16.01 Borrower may not sell, assign or transfer this Agreement.

16.02 Borrower consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 17. Additional Provisions.

17.01 This Agreement may not be altered or amended except by written instrument signed by all parties hereto.

17.02 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States mails, registered or certified, return receipt requested, first class postage, prepaid and addressed as follows:

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

If To Borrower: Hyde Park Theatres, Inc.
5238 South Harper
Chicago, Illinois 60615
Attn: Mr. Richard Rosenfeld

With Copies To: Corporation Counsel of the City of Chicago
Room 511 - City Hall
121 North LaSalle Street
Chicago, Illinois 60602

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

17.03 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.

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

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

[Signature form omitted for printing purposes.]

EXECUTION OF LOAN AND SECURITY AGREEMENT AUTHORIZED WITH
CHARLES AND DEIRDRE CLAYTON d/b/a PEPE'S MEXICAN
RESTAURANT, LOCATED AT 319 EAST 31st STREET.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of a loan and security agreement between the City of Chicago and Pepe's Mexican Restaurant, located at 319 East 31st Street in the amount of \$20,000 for purchase of new machinery and equipment and working capital.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The State of Illinois has made available to the City of Chicago, through the federal Community Service Block Grant Program, a grant in the amount of \$656,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Charles and Deirdre Clayton d/b/a Pepe's Mexican Restaurant, an Illinois sole proprietorship, has made application to the Department of Economic Development to borrow \$20,000 for purposes of purchasing machinery and equipment, and working capital, which will result, among other things, in the creation of an estimated 15 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Charles and Deirdre Clayton d/b/a Pepe's Mexican Restaurant; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Charles and Deirdre Clayton d/b/a Pepe's Mexican Restaurant; pursuant to which the City will loan \$20,000 to Pepe's Mexican Restaurant, to assist Charles and Deirdre Clayton d/b/a Pepe's Mexican Restaurant to begin operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Agreement made in Chicago, Illinois, as of the __ day of _____, 19__, between the City of Chicago, Illinois, an Illinois municipal corporation ("City"), by and through its Department of Economic Development ("DED"), having its offices at 20 North Clark Street, Chicago, Illinois 60602, and Pepe's Mexican Restaurant ("Borrower") an Illinois sole proprietorship having its principal offices at 319 E. 31st Street, Chicago, Illinois 606__.

Recitals:

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

Whereas, the State of Illinois has made available to the City grant funds in the amount of \$656,000 to make low cost loans to start-up and expanding businesses, and known as the Illinois Fixed Rate Loan Fund Program; and

Whereas, Borrower desires to expand its existing restaurant business located at 319 East 31st Street, Chicago, Illinois, which will allow Borrower to create new employment opportunities; and

Whereas, Borrower has made application to DED to borrow \$20,000 under the Illinois Fixed Rate Loan Fund Program ("City Loan"); and

Whereas, in response to said application, DED has recommended the Economic Development Commission approve Borrower's application upon which approval, DED will loan Borrower \$20,000; and

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

Now, therefore, the parties hereto agree as follows:

Section I. Consideration.

In consideration of the City and Borrower entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and

Section II. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made

a part hereof. The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

Section III. Borrower's Covenants.

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

3.2. Borrower shall use its best efforts to effect 15 new, permanent hirings to its work force within 12 months after final disbursement of the Loan proceeds, said hirings to be made pursuant to the First Source Agreement to be executed between the City and Borrower as a condition precedent to initial disbursement of any Loan proceeds, a copy of which is attached hereto and made a part hereof as Exhibit D.

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

3.4. The time frame for the beginning and completion of the Borrower's development plans shall be as specified in Exhibit E attached hereto and made a part hereof.

Section IV. Inspection and Review.

4.1. Books and Records. Borrower shall keep and maintain such books, records and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of the proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

4.2. Site Visits. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Borrower's business facility.

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

Section V. Amendment of this Agreement.

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

Section VI. Disclaimer of Relationship.

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

Section VII. Time of the Essence.

Time is of the essence of this Agreement.

Section VIII. Restrictions on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting its business.

Section IX. No Waiver of Default.

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

Section X. Conflict of Interest.

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

Section XI. Limitation of Liability.

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

Section XII. Equal Employment Opportunity.

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

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

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

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

Section XIII. Additional Provisions.

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

If to City: City of Chicago, Illinois
City Hall - Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower: Charles and Deirdre Clayton
d/b/a Pepe's Mexican Restaurant
319 East 31st Street
Chicago, Illinois
Attn: Mr. Charles Clayton

With a copy to:

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

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

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

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

[Signature forms omitted for printing purposes.]

Exhibits A, B, C and D attached to the foregoing Loan and Security Agreement read as follows:

Exhibit A

To Loan And Security Agreement.

1. The City shall lend Borrower \$20,000 which loan shall constitute no more than 20% of the total cost of its development plans.
2. Borrower agrees to do the following:
 - (a) Borrower shall expand its business for a total of \$102,700.
 - (b) Borrower shall borrow from Drexel National Bank at least \$67,600 which loan shall be guaranteed by the United States Small Business Administration.

Exhibit B

To Loan And Security Agreement.

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

1. The Term of the City Loan shall be 7 years.
2. The principal amount of the City Loan shall be \$20,000.
3. Interest at the rate of 3% per annum shall be charges on the principal City Loan amount.
4. No disbursement of City Loan proceeds shall be made unless and until Borrower shall have:
 - (a) Granted the City an interest in such of its assets as the City shall require as security for repayment of the Loan. City shall subordinate its security interest, at Borrower's request, to security interests of other lenders, their assigns and/or guarantors in an amount not to exceed \$67,700.
 - (b) Unless and until Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured lender.
 - (c) Executed a First Source Agreement for hiring with the City as set forth in Exhibit D.
5. Repayment shall be in 84 equal installments of principal and interest, commencing on the 1st day of the 1st month following final disbursement City Loan proceeds, and on the 1st day of each month thereafter until the City Loan is paid in full.
6. As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:
 - (a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Loan and Security Agreement, it shall accrue credit for interest paid from

initial disbursement date of the City Loan through the end of the calendar year in which the aforesaid employment level is met.

- (b) For each calendar year up to 5 years after achieving its employment levels. Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.
 - (c) Credit accrued pursuant to (a) and (b) above shall be paid to Borrower by dividing the accrued credits into 9 equal amounts and deducting said amounts from each of the final 9 payments of the City Loan term as due and owing.
 - (d) In the event Borrower elects to prepay the City Loan pursuant to Section 8 of this Exhibit B, any accrued shall be a set off of the City Loan payoff amount, and any accrued credit remaining after such set off shall be paid to Borrower within 60 days after the date the City Loan is prepaid.
 - (e) The parties expressly agree that accrued credit shall be calculated on actual interest paid by Borrower on the City Loan, and any interest earned thereon shall belong exclusively to the City.
7. The following shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:
- (a) Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds;
 - (b) Borrower shall have furnished to City, duly executed financial statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of Deeds, respectively;
 - (c) Borrower shall have furnished to City insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. Said policy or policies shall be duly endorsed indentifying the City as a loss payee, as its interests appear;
 - (d) Borrower if appropriate shall have furnished to City, duly executed Certificates of Inspection and Acceptance, certifying that the equipment described in the Loan and Security Agreement has been installed, inspected, and is in place and in good working condition;
 - (e) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors, Sworn statements of work completed to date;
 - (f) Certification by Borrower's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

- (g) Personal Guarantee of Charles and Deirdre Clayton;
- (h) Consent of Senior Lender to City's Loan, and security interest.

Exhibit C

To Loan And Security Agreement.

As security for the City Loan to be made pursuant to this Agreement, Borrower agrees as follows:

1. Grant of Security Interest in Personality. Borrower hereby grants to City a security interest in:

- (a) All machinery, furnishings and equipment now owned or hereafter acquired; and
- (b) All accounts, accounts receivable, notes, chattel paper, or writings evidencing a monetary obligation, contract rights and other creditors' interests now or hereafter existing in favor of or owned or acquired by Borrower and all goods hereafter sold by Borrower and thereafter returned, reclaimed or repossessed; and
- (c) All inventory used or consumed in Borrower's business or held for sale or lease (including without limitation raw materials, work-in-process and finished goods) now owned or hereafter acquired, and all products thereof; and
- (d) Proceeds, including insurance proceeds, of any and all of the foregoing (hereinafter collectively "Collateral").

City's aforesaid security interest is subordinate to the security interest in favor of Drexel National Bank (the "Senior Lender").

2. Warranties and Covenants of Borrower. Borrower hereby warrants and covenants that:

- (a) The Collateral is used primarily for business use;
- (b) Borrower's chief place of business is in the State of Illinois;
- (c) The Collateral will be kept at 319 E. 31st Street, Chicago, Illinois;
- (d) Borrower will promptly notify City of any change in the location of the Collateral within said State;
- (e) Borrower will not remove the Collateral from said State without the prior written consent of City except Collateral sold in the ordinary course of Borrower's business;
- (f) Except for the security interest granted hereby, and security interests in favor of the Senior Lender, Borrower is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Borrower will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

(g) Except with respect to the Senior Lender, no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Borrower shall immediately notify City in writing of any change in address from that shown in this Agreement and shall also, upon demand, furnish City such further information and shall execute and deliver to City such financing statements and other documents in form satisfactory to City and shall do all such acts and things as City may, at any time or from time to time, reasonably maintain a perfected security interest in the Collateral as security for the obligations, subject to no adverse liens or encumbrances except with respect to the Senior Lender; and Borrower will pay the cost of filing the same or filing or recording this Agreement in all public offices wherever filing or recording is deemed by City to be necessary or desirable;

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

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

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

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

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

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

5. Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option, may declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois) and City shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations as provided in the Uniform Commercial Code of Illinois. City, without removal, may render the Collateral unusable and dispose of the Collateral on the Borrower's premises. City may require Borrower to assemble the Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Borrower at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

6. General.

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

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

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

7. Additional Security. Collateral assignment of all leases and rents necessary for the operational success of Borrower's business.

8. Guarantee. The repayment of the Loan shall be unconditionally and irrevocably guaranteed by Charles and Deirdre Clayton.

Exhibit D

First Source Agreement.

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

Recitals.

Whereas, the Agency wishes to assure continuing employment opportunities for economically disadvantaged City residents with employers located within the City limits.

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

Now, therefore; the parties hereto agree as follows:

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

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

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

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

IV. Recruitment.

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

V. Referral.

- A. The Agency will refer eligible job applicants to the Employer in response to the notification of need for new employees described in Section IV above. It will be the

responsibility of the Agency to refer only qualified applicants who meet the profile of the Employer as detailed in the Job Order Form. (Attachment B)

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

VI. Hiring.

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

VII. Training.

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

VIII. Controlling Regulations and Laws.

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

IX. Indemnity.

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

[Signature forms omitted for printing purposes.]

Exhibit E

To Loan and Security Agreement.

Borrower shall complete its development plan within 12 months of the date of this Agreement first set forth above.

[Attachments A, B, and C are printed on pages 13001 thru 13005 of this Journal.]

LOAN AUTHORIZED FOR SILENT COOPERATIVE
RELATING TO THEIR DEVELOPMENT AT
BELMONT AND CAMPBELL AVENUES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a loan to the Silent Cooperative, a not-for-profit corporation, in the amount of \$162,018.00, for marketing, education and training expenses related to their development at Belmont and Campell Avenues.

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

(Continued on page 13006)

2/4/85

REPORTS OF COMMITTEES

13001

ATTACHMENT A

FIRST SOURCE PROSPECT NOTIFICATION

City of Chicago
Mayor's Office of Employment & Training

Date of Referral: _____

NAME OF PROSPECTIVE
CONTRACTOR or EMPLOYER: _____

Address: _____ (Zip) _____

Contact Person: _____ Title: _____

Telephone No. of Contact: _____

Referring Department: _____

Department FSP Coordinator: _____

Telephone No. of Coordinator: _____

Type of Agreement Being Negotiated: _____

Description of Agreement: _____

Status of Agreement: _____

Anticipated Date for Finalizing Agreement: _____

Potential Employment Opportunities for Unemployed Persons:

[illegible]

Additional Comments: _____

Received: ____/____/____

By: _____

2/4/85

REPORTS OF COMMITTEES

13003

JOB ORDER FORM

MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING

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

16. NECESSARY QUALIFICATIONS:

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

(Over)

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

Environmental Conditions

a. Working Environment

Inside _____ %
 Outside _____ %

YES NO

b. Extreme Cold with
or without temperature changes

c. Extreme heat with
or without temperature changes

d. Wet and/or Humid

e. Vibration

f. Hazards

Mechanical

Electrical

Burns

Explosives

Radioactivity

Other

g. Atmospheric Conditions

Fumes

Dusts

Mists

Gases

Poor Ventilation

Other

h. Noise

Estimated maximum

no. of Decibels

23. Physical Demands

a. Strength - % time job will require

Standing _____ %

Walking _____ %

Sitting _____ %

Weight (no. lbs)

Lifting _____

Carrying _____

Pushing _____

Pulling _____

YES NO

b. Climbing

Balancing

Stooping

Kneeling

Crouching

Crawling

Reaching

Handling

Fingering

Feeling

Talking

Hearing

Ordinary Conversation

Other Sounds

Seeing

Acuity, Near

Acuity, Far

Depth Perception

Color Vision

Field of Vision

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

Yes _____ No _____

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

Yes _____ No _____

Is public transportation easily accessible? Yes _____ No _____

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

(If yes, please clarify) _____

2/4/85

REPORTS OF COMMITTEES

13005

ATTACHMENT C

SAMPLE

QUARTERLY HIRING SUMMARY

FOR QUARTER ENDING : _____

COMPANY NAME _____

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

Position Title

Total New Hires

I certify that the above information is true and accurate.

Authorized Signature

Title

Date

Please return this form to: Mayor's Office of Employment and Training
180 N. LaSalle 3th Floor
Chicago, Illinois 60601

(Continued from page 13000)

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago has a severe shortage of housing for handicapped persons, particularly those with low and moderate income; and

WHEREAS, The Secretary of Housing and Urban Development ("H.U.D.") has made a first mortgage loan pursuant to Section 202/8 of the Housing Act of 1959 ("Section 202") in the sum of Five Million Eight Hundred Sixty-three Thousand Four Hundred Dollars (\$5,863,400.00) to the Silent Cooperative for the purpose of paying for the property located in the City of Chicago at Belmont and Campbell and for the purpose of constructing a multifamily facility ("Development") for elderly and handicapped persons with primary emphasis on severe hearing disabilities; and

WHEREAS, The Development is to be owned and operated by its residents whose quality of life will be enhanced through their control of their own living environment and their owning and operating the Development; and

WHEREAS, Many of the residents because of limited income and/or disability have had no past experience of ownership and will need skilled training, and education, and assistance to make a success of their unique housing opportunity; and

WHEREAS, Funds adequate to provide the marketing, training and education necessary are not available through the approved Mortgage Loan; and

WHEREAS, The Silent Cooperative has requested a loan from the Department of Housing in the amount of \$162,018.00 to cover necessary marketing, education and training costs; and

WHEREAS, The Department of Housing has carefully reviewed their proposal, and is prepared to proceed with a loan in the amount of \$162,018.00 for the above stated purposes; and

WHEREAS, The Loan would be made from Year X C.D.B.G funds, subject to the terms of a Special Obligation Note, substantially in the form attached as Exhibit "A" to this ordinance; now, therefore,

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

SECTION 1. That the City Council applauds and wishes to support the efforts of the Silent Cooperative.

SECTION 2. That the Commissioner of the Department of Housing is authorized to loan the Silent Cooperative the amount of \$162,018.00 from Year X C.D.B.G. funds, subject to a Special Obligation Note substantially in the form of Exhibit "A" attached hereto.

SECTION 3. That this ordinance shall be in full force and effect upon its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit "A"

Special Obligation Note.

\$162,018.00

January _____, 1985.

For Value Received, the undersigned, Silent Cooperative Apartments, an Illinois not-for-profit corporation ("Cooperative") promises to pay to the City of Chicago, Illinois (the "City") at its offices at the Department of Housing, 318 South Michigan, Chicago, Illinois, 60604, or at such other place as the City may appoint, the principle sum of One Hundred Sixty-two Thousand and Eighteen Dollars (\$162,018.00) as specified herein.

This Special Obligation Note shall bear simple interest upon the unpaid balance at the rate of Nine and One-Quarter Percent (9.25%) per annum calculated annually from the date hereof until paid.

Until that certain Mortgage Note from the Cooperative to the Secretary of Housing and Urban Development ("H.U.D.") a copy of which is attached as Exhibit "A" has been completely repaid payments under this Special Obligation Note shall be made from time to time only from the proceeds from a Residual Receipt Fund established by the Cooperative and only upon approval of H.U.D. which approval shall be granted or not granted upon H.U.D.'s sole discretion.

The entire balance including unpaid interest shall be due and payable within ten (10) years after the Mortgage Note has been completely repaid; provided, however, that subject to H.U.D.'s prior rights, the entire balance including interest shall be repaid upon any sale or refinancing of the Cooperative housing development. Payments on account of this Special Obligation Note shall be credited first toward principle and then toward interest.

In Witness Whereof, the undersigned has caused this Note to be duly executed on the date first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF AGREEMENT AUTHORIZED WITH STATE OF
ILLINOIS FOR IMPROVEMENT OF WESTERN-BELMONT
OVERPASS BETWEEN NELSON AND ROSCOE
STREETS.

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 Western-Belmont Overpass between Nelson Street and Roscoe Street, 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 Western-Belmont Overpass between Nelson Street and Roscoe Street, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required;

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the rehabilitation of the Western- Belmont overpass between Nelson Street and Roscoe Street.

The Project will include repairs on all spalled and damaged concrete elements of the structure; reconstruction of the parapets on both the retaining wall and the overpass structure; widening of the inner traffic lanes; replacement of all expansion joints; removal and replacement of the existing pavement surface; and removal of tapered curbs at the intersection of Western Avenue and Roscoe Street in order to increase lane widths.

Also included in this project will be traffic signal modernization at the intersection of Western Avenue and Roscoe Street; removal and replacement of both upper and lower level lighting systems; rehabilitation of the existing storm sewer drainage system; painting of the entire concrete structure; installation of pavement markings and street signs. All other appurtenances necessary for the completion of 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	\$2,500,000
Force Account Construction	\$230,000
Construction Engineering/Supervision	<u>\$270,000</u>
TOTAL:	\$3,000,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects the estimated proportional participation for the Project will be:

Federal-Aid Share (FAU) (75.18% of \$3,000,000)	\$2,255,400
Non-Federal Share (State) (24.82% of \$3,000,000)	<u>\$744,600</u>
TOTAL:	\$3,000,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$819,000, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by December 1, 1987.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

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

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

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

Nays -- None.

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS AND REFUND OF FEE
FOR CERTAIN CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.**

The Committee on Finance to which had been referred (October 16, 1984 and January 23, 1985) sundry proposed ordinances transmitted therewith to authorize the issuance of a free permit, license fee exemptions and refund of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and proposed order.

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

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

Nays -- None.

Said ordinances and order as passed read respectively as follows (the italic heading in each case not being a part of the ordinance):

FREE PERMIT.

Rush-Presbyterian St. Luke's Medical Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Rush-Presbyterian St. Luke's Medical Center for the construction of a building on the premises known as 1700 W. Van Buren 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.

LICENSE FEE EXEMPTIONS.

Millard Ogden Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1986:

Millard Ogden Day Care Center
1908 S. Millard Avenue.

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

Dispensaries.

Grant Hospital.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the

Grant Hospital
550 W. Grant Place,

is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1985.

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

Infant Welfare Society.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the

Infant Welfare Society
1931 N. Halsted Street,

is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1985.

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

Near North Health Service Corporation.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the

Near North Health Service Corporation
1441 N. Cleveland Avenue,

is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1985.

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

Pacific Garden Mission.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health,

Pacific Garden Mission
646 S. State Street,

is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1985.

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

REFUND OF FEE.

Howard Area Community Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$2,080.50 to the Kipley Construction Company, 7330 N. Rogers Avenue and the Howard Area Community Center, 7648 N. Paulina Street representing payment of permit fees for the demolition of a building and alterations to an existing structure on the premises located at 7638-7642 N. Paulina Street.

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 January 23, 1985, 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
Chicago Youth Centers 611 West Adams Street	P1-412253 (Fuel Burn. Equip.)	\$79.00
George Halas, Jr. Vocational Center, 8562 S. Vincennes Avenue	S.D.S.P. on (Fuel Burn. Equip.)	72.00
	R1-405968 (Drwy. Insp.)	25.00
Japanese American Service Committee, 4427 North Clark Street.	A1-413657 (Elev.)	30.00

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Name and Address	Warrant Number and Type of Inspection	Amount
Misericordia Home 2916 West 47th Street	P1-412406 (Fuel Burn. Equip.)	267.00
Northwestern Memorial Hospital, (sundry locations)	A1-413974 (Elev.)	129.00
	Special Inspection Services of Kewanee Boiler	29.00
Northwestern University (sundry locations)	B1-418473 (Bldg. Insp.)	80.50
	B3-403691 (Pub. Place of Assmb. Insp.)	34.00
	B4-400349	57.50
	B4-400350 (Inst. Insp.)	115.00
	C2-436614 (Refrg.)	282.00
	D1-427382	16.00
	D1-427383 (Sign)	16.00
	P1-406817 (Fuel Burn. Equip)	225.00
Norwood Park Home 6016 North Nina Avenue	A1-414262 (Elev.)	180.00
	P1-407634 (Fuel Burn. Equip.)	215.00
	S.D.S.P on boiler	30.00
Quigley North Seminary 103 East Chestnut Street	D4-495474 (Parking Sign)	1,095.34
University of Chicago (Sundry Locations)	B1-420924 (Bldg. Insp.)	34.50
	B1-416559	34.50
	B1-418278	92.00
	B1-418972	34.50
	B1-420020	80.50
	B1-420104	46.00
	B1-420119	57.50
	B1-420150 (Bldg. Insp.)	379.50

Name and Address	Warrant Number and Type of Inspection	Amount
	P1-410183	130.00
	P1-410977	152.00
	P1-410980	159.00
	P1-410983 (Fuel Burn. Equip.)	101.00
	P1-412830 (Fuel Burn. Equip.)	267.00

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

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

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHT
AT 2905 WEST JARLATH AVENUE.

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 an alley light at the rear of 2905 W. Jarlath Avenue.

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

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

Nays -- None.

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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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 the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular Orders printed on pages 13019 thru 13020 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 13021 of this Journal.]

**Action Deferred - SALTING OF ICE LADENED RESIDENTIAL
STREETS ON NORTH SIDE OF CITY.**

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

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a resolution concerning the ice laden condition of residential streets on the north side of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution 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 resolution transmitted with the foregoing committee report:

WHEREAS, Accumulations of ice and snow occurring on or after January 1, 1985 on intersections and side streets on the North side of the City of Chicago continue to pose a danger to the life and safety of motorists, their passengers, pedestrians and residents; and

WHEREAS, One of the means to eliminate dangerous accumulations of ice and snow on side streets and intersections is to spread salt; and

WHEREAS, It is the duty of the Department of Streets and Sanitation to provide and to maintain safe pedestrian and vehicular conditions on all public streets and intersections; now, therefore,

Be It Resolved That, Commissioner Lester Dickinson is hereby ordered to report to the Chicago City Council on the Department of Streets and Sanitation's immediate plans to clear the ice-laden streets of the City's North side and on its policy regarding the future salting and plowing of side streets and intersections.

(Continued on page 13022)

2/4/85

REPORTS OF COMMITTEES

13019

REPORT DATE 2/01/85
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/04/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARENS	POLICE OFFICER	FIFTEENTH DISTRICT	1/24/84	26.26
BENTON JR	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/22/81	25.00
BLACKMAN	POLICE OFFICER	SECOND DISTRICT	8/17/84	234.00
BOYLAN	POLICE OFFICER	FIRST DISTRICT	9/19/84	430.50
CARLO	POLICE OFFICER	FIRST DISTRICT	4/06/84	420.00
CHIGAROS	POLICE OFFICER	FIFTH DISTRICT	7/14/84	418.28
COSTANZO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/30/84	120.00
CROSSON	POLICE OFFICER	CRIME LABORATORY DIVISION	7/02/83	1339.50
DEFRANCISCO	POLICE OFFICER	NINTH DISTRICT	5/14/84	13.00
DOHLING	POLICE OFFICER	ELEVENTH DISTRICT	9/11/84	201.50
DURKIN	POLICE OFFICER	EIGHTH DISTRICT	9/12/84	300.00
ECKSTROM	POLICE OFFICER	MARINE UNIT	3/13/84	30.00
GALFANO	POLICE OFFICER	THIRTEENTH DISTRICT	9/06/84	46.80
GALTO	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/07/84	68.00
GERACI	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/06/84	216.50
GOC	POLICE OFFICER	TENTH DISTRICT	6/29/84	20.00
GROELLER	POLICE OFFICER	YOUTH DIVISION AREA THREE	2/17/83	270.00
HAMILTON	POLICE OFFICER	TWENTIETH DISTRICT	9/20/84	142.00
HARVEY	POLICE OFFICER	THIRD DISTRICT	7/10/84	148.50
JACKSON	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISION	10/14/77	685.95
JOHANSON	POLICE OFFICER	TWENTIETH DISTRICT	11/30/83	192.00
JONES	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/83	436.25
JURCZENKO	POLICE OFFICER	FOURTEENTH DISTRICT	7/08/84	163.50
KANE	POLICE OFFICER	THIRD DISTRICT	5/13/71	893.00
KEMPE	POLICE OFFICER	THIRTEENTH DISTRICT	9/27/77	465.00
KIRK	POLICE OFFICER	NINTH DISTRICT	3/30/84	69.00
KNASTAK	POLICE OFFICER	TENTH DISTRICT	8/14/84	25.00
KURTOVICH	POLICE OFFICER	ELEVENTH DISTRICT	6/14/84	325.50
LACNY	POLICE OFFICER	EIGHTH DISTRICT	1/26/84	879.65
LESNIEWSKI	POLICE OFFICER	SEVENTH DISTRICT	5/12/84	30.00
LUKAS	POLICE OFFICER	FOURTH DISTRICT	6/01/84	7123.55
MARSZALEK	POLICE OFFICER	THIRTEENTH DISTRICT	9/13/80	430.00
MCGANN	POLICE OFFICER	ELEVENTH DISTRICT	6/29/84	177.00
MORGAN	POLICE OFFICER	THIRD DISTRICT	1/15/84	1905.30
NICKLAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/29/84	12.00
PAGLIARO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/09/83	35.00
PATTON	POLICE OFFICER	ELEVENTH DISTRICT	6/04/84	17.00
PRASKI	POLICE OFFICER	FIFTH DISTRICT	9/05/84	244.00
SHELESNY	POLICE OFFICER	FOURTEENTH DISTRICT	1/04/84	99.00
SPIEGEL	POLICE OFFICER	RECORDS INQUIRY SECTION	1/07/80	30.00
SPRAGGINS	POLICE OFFICER	SECOND DISTRICT	1/14/83	35.00
SRENIANSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	3/28/84	15.00
SWINKLE	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	1/24/84	56.00
SZCZEPANIAK	POLICE OFFICER	VICE CONTROL SECTION	9/08/84	763.00
SZECH	POLICE OFFICER	TWENTIETH DISTRICT	6/05/84	43.00
ULORYCH	POLICE OFFICER	ELEVENTH DISTRICT	1/24/84	5577.86
WARD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	7/01/84	623.00
WICK	POLICE OFFICER	SEVENTEENTH DISTRICT	1/03/84	4615.27
WISNIEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	2/15/84	91.37

REPORT DATE 2/01/85
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/04/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WOLF ALBERT	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	3/19/84	2678.90
ANDERSON CATHY	PARAMEDIC	AMBULANCE 44	5/09/83	866.00
BANKS THOMAS S	FIREFIGHTER	SQUAD 2	7/30/84	275.00
BARTLETT JERRY	FIREFIGHTER	SQUAD 1	7/19/84	88.00
BELL DENNIS	FIREFIGHTER	TRUCK 51	5/08/75	21735.68
BOYCE RALPH	ENGINEER	ENGINE COMPANY 94	2/09/82	172.00
BROZYNA ANDREW	FIREFIGHTER	ENGINE COMPANY 98	8/08/84	285.75
CLIFF JAMES	LIEUTENANT	TRUCK 31	9/25/83	156.90
COGLIANESE EDMOND	LIEUTENANT	ENGINE COMPANY 98	10/21/84	25.00
CONROY ANN	PARAMEDIC	AMBULANCE 3	11/25/83	290.00
ENRIGHT FRANK	CAPTAIN	BATTALION 14	8/13/84	2580.42
EURICH DAVID	LIEUTENANT	FIRE PREVENTION	9/15/80	484.00
FAIRBANKS LANCE	LIEUTENANT	ENGINE COMPANY 73	12/30/83	4069.05
FERENZI BENEDICT W	LIEUTENANT	ENGINE COMPANY 8	9/12/83	632.95
FITZGERALD TIMOTHY	FIREFIGHTER	TRUCK 4	7/01/84	38.00
FLEHING WILLIAM	FIREFIGHTER	BATTALION 8	8/15/82	620.00
FRANK GREG	FIREFIGHTER	ENGINE COMPANY 95	8/13/84	1827.14
GANT PIERRE	PARAMEDIC	AMBULANCE 4	5/26/84	170.00
GORKIS ANDREW	FIREFIGHTER	DISTRICT RELIEF 1	10/30/84	23.00
GREGUS WILLIAM J	PARAMEDIC	AMBULANCE 25	9/05/84	47.00
HAUSER RYJ	FIREFIGHTER	TRUCK 31	5/04/84	29774.58
JOHNSON EDDIE	FIREFIGHTER	TRUCK 32	8/01/84	27.00
KILLEEN JOHN	FIREFIGHTER	TRUCK 40	12/30/83	8388.20
KOERTGEN TIMOTHY J	FIREFIGHTER	ENGINE COMPANY 59	5/24/84	325.00
LEAHY PHILIP	FIREFIGHTER	TRUCK 28	6/08/84	165.00
MARTIN THOMAS J	FIREFIGHTER	ENGINE COMPANY 92	10/05/84	117.00
MCSWEENEY JAMES	PARAMEDIC	DISTRICT RELIEF 5	10/08/84	222.69
MILLER ALAN	FIREFIGHTER	ENGINE COMPANY 7	9/27/84	223.41
MUSTAL KENNETH	PARAMEDIC	TRUCK 4	1/02/84	200.66
ODONOVITZ JOHN	FIREFIGHTER	ENGINE COMPANY 101	11/03/83	1338.20
ODONNELL VINCENT	FIREFIGHTER	ENGINE COMPANY 89	7/18/84	2902.50
OMALLEY GERALD	CAPTAIN	TRUCK 41	11/06/84	75.00
ONEILL PHILIP	LIEUTENANT	DISTRICT RELIEF 5	10/05/84	390.50
REILLY EDWARD	FIREFIGHTER	TRUCK 8	1/30/80	320.50
SCHETZ MICHAEL J	FIREFIGHTER	SQUAD 1	4/15/84	90.00
SPITZIRRI CHARLES	FIREFIGHTER	TRUCK 48	9/17/84	65.00
STRICKLAND LARRY	FIREFIGHTER	ENGINE COMPANY 96	9/22/84	524.65
SULLIVAN THOMAS J	LIEUTENANT	ENGINE COMPANY 70	10/13/84	32.00
THOMPEN CLIFTON	FIREFIGHTER	TRUCK 11	10/23/84	40.00
WAGNER RICHARD	FIREFIGHTER	TRUCK 15	1/25/84	2859.20
WORTHY RONALD	FIREFIGHTER	TRUCK 11	9/24/84	97.00

2/4/85

REPORTS OF COMMITTEES

13021

REPORT DATE 2/01/85
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/04/85

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABBATE	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	4/16/84	170.00
AMARI JR	POLICE OFFICER	ELEVENTH DISTRICT	9/27/84	774.00
ATKINSON	POLICE OFFICER	SIXTH DISTRICT	8/30/81	57.00
BUGAJSKY	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/20/84	34.00
EAGLIN	POLICE OFFICER	THIRD DISTRICT	3/02/81	1451.45
ENALTY	POLICE OFFICER	SEVENTEENTH DISTRICT	8/29/83	520.00
GLYNN	POLICE OFFICER	SEVENTH DISTRICT	9/07/84	5600.14
KENNEY	POLICE OFFICER	TENTH DISTRICT	5/29/84	52.00
KERBS	POLICE OFFICER	TENTH DISTRICT	8/16/84	47.00
MESCALL	POLICE OFFICER	ELEVENTH DISTRICT	9/27/84	442.00
MURPHY	POLICE OFFICER	EIGHTEENTH DISTRICT	5/26/83	125.00
PECHOUS	POLICE OFFICER	FOURTEENTH DISTRICT	10/31/83	227.90
PENA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/12/84	986.50
PINA	POLICE OFFICER	TWELFTH DISTRICT	3/20/84	70.00
POLK	POLICE OFFICER	NINTH DISTRICT	9/27/84	860.90
RINGO	POLICE OFFICER	SIXTH DISTRICT	9/23/84	208.00
SERIO	POLICE OFFICER	ELEVENTH DISTRICT	9/09/84	295.50
SNIEG	POLICE OFFICER	SIXTEENTH DISTRICT	7/10/84	19.48
STANCZYK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/10/83	239.00
STEWART	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/23/84	721.50
STOCKER	POLICE OFFICER	TENTH DISTRICT	8/16/84	95.00
VISCO	POLICE OFFICER	SIXTEENTH DISTRICT	4/18/85	5424.46
VOGT	POLICE OFFICER	SIXTEENTH DISTRICT	8/15/84	1358.22
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	2/03/84	4527.60
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	2/03/84	2886.40
WINTERS	POLICE OFFICER	SIXTEENTH DISTRICT	7/10/84	469.24
BARRETT	LIEUTENANT	TRUCK 22	9/27/84	223.75
BEGICH	FIREFIGHTER	ENGINE COMPANY 5	10/09/81	100.00
BLUSTAIN	PARAMEDIC	DISTRICT RELIEF 1	9/05/84	210.00
BOGOLUB	PARAMEDIC	AMBULANCE 11	9/05/84	210.00
COYNE	ENGINEER	DISTRICT RELIEF 4	9/01/84	328.85
GUTH	FIREFIGHTER	AMBULANCE 45	9/08/84	3458.11
PERETZ	FIREFIGHTER	TRUCK 22	9/27/84	153.00

(Continued from page 13018)

COMMITTEE ON ALCOHOLISM AND SUBSTANCE ABUSE.

APPOINTMENTS OF ADVISORY COMMISSION FOR COMMITTEE ON ALCOHOLISM AND SUBSTANCE ABUSE.

CHICAGO, February 4, 1984.

To the President and Members of the City Council:

At a meeting held Tuesday, January 29, the Committee on Alcoholism and Substance Abuse passed a resolution calling for the creation and establishment of a Technical Advisory Commission for the Committee. In addition the Committee also voted to appoint a group of individuals to serve on said Commission and to invite other professionals and interested persons to serve, especially representatives from the Chicago Board of Education, Police Department, and Department of Health. If there are no objections, I move that said report be *Passed* in the omnibus.

Respectively submitted,
(Signed) DANNY K. DAVIS
Chairman.

On motion of Alderman D. Davis, the proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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 resolution as adopted:

WHEREAS, The committee in recognition of the complex nature of its work does hereby establish a commission composed of experts and other interested persons to provide research data, technical advice and direction towards the development of legislative and programmatic solutions to the problems of alcoholism and substance abuse.

The following is a list of said appointees to the commission:

Mr. Patrick Allen, Chemical Dependency Counselor, South Chicago Community Hospital, 2320 E. 93rd Street, Chicago, Illinois 60617 (978-2000)

Ms. Jacqueline Berry, Social Worker/Counselor, Furman Community Services, 43 W. 47th Street, Chicago, Illinois 60609 (373-3401)

Ms. Rosalind Burnett, Director, Drug Abuse Rehabilitation Service, Behavioral Research Action in Social Sciences Foundation, Inc., 950 E. 61st Street, Chicago, Illinois 60609 (288-5980)

Ms. Marion Fletcher, Social Worker, Chicago Child Care Society, 5467 S. University Avenue, Chicago, Illinois 60615 (643-0452)

Ms. Judy Gall, Executive Director, Alternatives Inc., 1126 W. Granville, Chicago, Illinois 60660 (973-5400)

Ms. Oza Hoskins, Supervisor, Alcohol and Substance Abuse, Edgewater-Uptown Community Mental Health Center, 4554 N. Broadway, Chicago, Illinois 60640 (878-4222)

Mr. Al Johnson, Certified Alcoholism Counselor, Hyde Park Community Hospital Alcoholic Treatment Center, St. Leonard's Half-Way House, 6442 S. Hoyne Avenue, Chicago, Illinois 60640 (643-9200 Ext. 275)

Dr. Larry Krnoll, Executive Director, Family Guidance Center, Associate Professor, Loyola University, Founder of Life Line, (A Cocaine Abuse Program) 940 Pine Street, Glenview, Illinois 60025 (724-3450)

Mr. Edward Lewis, Furman Community Service, Staff Person, 43 W. 47th Street, Chicago, Illinois 60609 (373-3401)

Mr. Kurt Oldenbrook, Program Director, Center for Treatment and Rehabilitation, 185 N. Wabash Avenue, Chicago, Illinois 60603 (263-1153)

Dr. William Parker, Psychologist, private practice, 151 N. Michigan Avenue, Chicago, Illinois 60602 (938-9105/664-5807) after 6:00 P.M.

Mr. Joseph Troiani, Director/Supervisory Psychologist, Loretto Hospital Alcoholic Center, 645 S. Central Avenue, Chicago, Illinois 60644 (626-9250)

Mrs. Beverly Robinson, Director of Alcoholism Programs, Bobby E. Wright Comprehensive Community Mental Health Center, 9 S. Kedzie Avenue, Chicago, Illinois 60612 (722-7900)

Dr. Richard Sherman, Researcher, Chicago Alcoholic Treatment Center, 3026 S. California Avenue, Chicago, Illinois 60608 (254-3680)

Ms. Hattie Walsh, Director, Behavior Research in Social Science, 514 E. 50th Place, Chicago, Illinois 60615 (548-3441)

Mr. Sam Woodson, Director, Substance Abuse Specialist, Habilitative Systems, 415 S. Kilpatrick Avenue, Chicago, Illinois 60644 (261-4565)

Mrs. Maxine Womble, Chairperson, National Black Alcoholism Council, 417 S. Dearborn, Suite 1000, Chicago, Illinois 60605 (663-5780)

Mr. George Zyvert, Executive Director, Southeast Community Organization, President/Sector II Alcoholism Coalition, 9101 S. Exchange Avenue, Chicago, Illinois 60617 (731-9100)

Ms. Sabion Newton, Staff, Chicago Child Care Center, 5467 S. University Avenue, Chicago, Illinois 60615 (643-0452)

Ms. Gladys Sotomayor, Regional Coordinator, Illinois Department of Alcoholism and Substance Abuse, 4609 N. Campbell Avenue, Chicago, Illinois 60636 (793- 9528)

Dr. Leon Hendricks, Researcher/Principal, West Harvey Dixmore Board of Education, 16045 Marshfield Street, Harvey, Illinois 60626 (385-5400)

Mr. Benjamin Robinson, Concerned Citizen, Nation of Islam, 7800 S. Coles Avenue, Chicago, Illinois 60649 (374-3970)

Ms. Earlean Lindsey, Community Rep. and Teacher, Miles Square Health Center, 2045 W. Washington Boulevard, Chicago, Illinois 60612 (942-3818)

Barbara Mills, Staff, Comprehensive Research and Development Corporation, 938 W. 69th Street, Chicago, Illinois 60621 (962-5544)

Ms. Barbara Bell, Director, Comprehensive Research and Development Corporation, 938 W. 69th Street, Chicago, Illinois 60621 (962-5544)

Ms. Ann M. Konar, Director, Haymarket House Detox Center, 14 N. Sangamon Street, Chicago, Illinois 60607 (226-7984)

Ms. Eleanor Mason, Staff, Behavior Research in Social Science, 950 E. 61st Street, Chicago, Illinois 60621

COMMITTEE ON CABLE TELEVISION.

Action Deferred -- AMENDMENT OF CHAPTER 113.1,
SECTIONS 113.1-17A, 113.1-21D AND 113.1-36A
OF MUNICIPAL CODE CONCERNING
CHICAGO CABLE COMMUNICATION
ORDINANCE.

The Committee on Cable Television submitted the following report which was, on motion of Alderman Stone and Alderman Schulner, *Deferred* and ordered published:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Cable Television having under consideration a proposed amendment to Sections 113.1-17A, 113.1-21D and 113.1-36A of the Municipal Code of Chicago.

A committee meeting was held on February 4, 1985 at which time your Committee on Cable Television recommended do *Pass* on the proposed amendment.

Yeas -- Aldermen Roti, Sawyer, Gabinski, Stone, Beavers, Stemberk, Majerczyk, Mell, Schulter -- 9.

Nays -- Alderman Bloom -- 1.

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. Sections 113.1-17A and 113.1-21D of the Municipal Code of Chicago are hereby amended by striking the following in brackets:

113.1-17A. A Grantee, in consideration of the privilege granted under the franchise for the operation of a cable television system within the public ways of the City, the expense of regulation pursuant to the franchise incurred by the City, and for other costs and considerations, shall pay to the City a franchise fee of not less than five percent (5%) of its annual gross revenue during the period of its operation under the franchise [; and other forms of compensation including, but not limited to, a charge on certain sources of revenue and an interest in ownership or profits].

113.1-21D. [Notwithstanding the foregoing provisions, and except in the case of extraordinary circumstances as approved by the Commission, a Grantee shall not increase the fees for the first tier of service for which there is a monthly subscriber fee nor any installation or reconnection fees proposed in the franchise application above rates specified in said franchise application for a period of forty-eight (48) months from the time service is provided to the first subscriber pursuant to the Grantee's franchise; provided, however, that a Grantee shall have the authority and the right to add to its service or installation fees any Federal, State or local taxes or fees directly imposed on subscribers, and for any additional copyright fees that may be imposed as a result of legislative or judicial action at the Federal, State or local level taken after the filing of the franchise application. If during the term of the franchise a Grantee receives refunds or any copyright payments, it shall without delay notify the Commission, suggest a plan for flow-through of the refunds to its subscribers, and retain such refunds in an interest bearing escrow account pending order of the Commission. After considering the plan submitted by the Grantee, the Commission shall order flow-through of the refunds with accrued interest to the Grantee's subscribers in a fair and equitable manner.]

SECTION 2. Section 113.1-36A of the Municipal Code of Chicago is hereby amended by striking the following in brackets and by substituting the language in italics therefor:

113.1-36A. The franchise shall provide that the CAC shall control the use of [twenty percent (20%)] *ten percent (10%)* of all cable channels (including [twenty percent (20%)] *ten percent, (10%)* of all channels on subscriber cables) from their inception, free of charge, as access channels.

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

**Action Deferred – RESOLUTION AUTHORIZING TRANSFER OF
OWNERSHIP OF AREA 5 FROM STELLAR CONTINENTAL
TO TELE-COMMUNICATION, INCORPORATED.**

The Committee on Cable Television submitted the following report which was, on motion of Alderman Stone and Alderman Schuler, *Deferred* and ordered published:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Cable Television having under consideration a proposed resolution authorizing the transfer in ownership and control of more than 20% of the ownership and control in Stellar Continental to a wholly-owned subsidiary of Tele-Communications, Inc., pursuant to Section 113.1-20 of the Enabling Ordinance.

Committee meetings were held on January 21, and 22, 1985 and public testimony taken at which time the meeting was adjourned to a call of the chair. A subsequent meeting was held on February 1, 1985 for further discussion of the Area 5 franchise, that meeting was recessed until February 4, 1985. On February 4, 1985, your Committee on Cable Television recommended do *Pass* by a vote of 9 yeas and 1 nay on the proposed resolution.

Yeas – Aldermen Roti, Sawyer, Gabinski, Stone, Beavers, Stemberk, Majerczyk, Mell, Schuler -- 9.

Nays – Alderman Bloom -- 1.

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, After conducting public hearings affording the public a reasonable opportunity to comment thereon, the City Council on February 15, 1984 approved and adopted the franchise agreement for Franchise Area 5 and granted a non-exclusive franchise to construct, install, maintain and operate a cable communications system in Franchise Area 5 to Stellar Continental Cable, Inc. ("Stellar Continental"); and

WHEREAS, Pursuant to Section 113.1-55(A) of the Chicago Cable Communications Ordinance (the "Enabling Ordinance") Stellar Continental on March 16, 1984, accepted the franchise granted by the City Council in Franchise Area 5; and

WHEREAS, Stellar Continental issued a total of 5,520 shares of Class A Common Stock, 2,760 of which are owned by Continental Cablevision, Inc. and 2,760 of which are owned by a group of local minority investors ("Stellar Investors"); and

WHEREAS, Stellar Continental, the grantee in Franchise Area 5, requested approval from the City Council on December 19, 1984 to transfer more than 20% of the ownership and control of Stellar Continental to a wholly-owned subsidiary of Tele-Communications, Inc. pursuant to Section 113.1-20 of the Enabling Ordinance; and

WHEREAS, The proposed transfer requires prior approval of the City Council pursuant to Section 113.1-20 of the Enabling Ordinance because, if approved, said transfer would result in the transfer in ownership and control of more than 20% of the ownership and control in Stellar Continental to a wholly-owned subsidiary of Tele-Communications, Inc., an entity that did not own or control 20% or more of such right of control on the effective date of the Area 5 franchise agreement; and

WHEREAS, The Stellar Investors have agreed to retain a 20% ownership interest in the Area 5 grantee, Stellar Continental; and

WHEREAS, Pursuant to Section 113.1-20 of the Enabling Ordinance, Tele-Communications, Inc. has submitted proof to the City Council of its legal, technical, financial and character qualifications; now, therefore,

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

SECTION 1. The City Council hereby approves the sale by Continental Cablevision, Inc. of 2,760 shares of Class A Common Stock of Stellar Continental and the sale by the Stellar Investors of 1,656 shares of Class A Common Stock of Stellar Continental to a wholly-owned subsidiary of Tele-Communications, Inc.; provided that the Stellar Investors retain a 20% ownership interest in the Area 5 grantee, Stellar Continental, and provided, further that the grantee, Stellar Continental, files within thirty (30) days of the sale an executed copy or copies, as appropriate, of bills of sale or similar documents with the City pursuant to Section 113.1-20(B) of the Enabling Ordinance.

SECTION 2. The approval by the City Council of the transfer of ownership and control of Stellar Continental shall not in any way constitute a waiver or release of any of the rights of the City or obligations of the Grantee under the Enabling Ordinance and the Area 5 franchise agreement dated March 16, 1984.

SECTION 3. This resolution shall be in full force and affect from and after the date of its passage.

Action Deferred -- AMENDMENT TO FRANCHISE AGREEMENT
FOR AREAS 2, 3, 4 AND 5 UPON ACCEPTANCE OF
AREA 1 FRANCHISE AGREEMENT.

The Committee on Cable Television submitted the following report which was, on motion of Alderman Stone and Alderman Schulter, *Deferred* and ordered published:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Cable Television having under consideration a proposed ordinance to grant a non-exclusive franchise for Franchise Area 1 to Communications and Cable of Chicago, Inc., to construct, install, maintain and operate a cable communications system in the City of Chicago.

In addition, the proposed ordinance requires that amendments to the franchise agreements for Franchise Areas 2, 3, 4, and 5, respectively, pursuant to Section 3 of the Granting Ordinance dated February 15, 1984, are hereby approved and adopted, if and only if, there is an acceptance of the Area 1 Franchise Agreement by Communications and Cable of Chicago, Inc. pursuant to Section 113.1-55(A) of the Enabling Ordinance.

Committee meetings were held on January 24, and 25, 1985, and public testimony taken at which time the meeting was adjourned to a call of the chair. A subsequent meeting was held on February 1, 1985, for further discussion of the Area 1 franchise, that meeting was recessed until February 4, 1985. On February 4, 1985 your Committee on Cable Television recommended do *Pass*.

Yeas -- Aldermen Roti, Sawyer, Gabinski, Stone, Beavers, Stemberk, Majerczyk, Mell, Schulter -- 9.

Nays -- Alderman Bloom -- 1.

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago desires the establishment of a cable communications system in the City of Chicago for the benefit of the City and all persons located therein; and

WHEREAS, Chapter 113.1 of the Municipal Code of Chicago, "The Chicago Cable Communications Ordinance", was adopted by the City Council on February 10, 1982 to provide for the franchising and regulation of cable systems within the City of Chicago; and

WHEREAS, The City Council adopted a Request for Proposals for Cable Communications Franchises on May 27, 1982, dividing the City of Chicago into five franchise areas and requesting proposal bids thereon by cable companies as applicants; and

WHEREAS, The City Council after considering the franchise applications of each applicant as well as their legal, financial, technical and character qualifications, the public comment thereon and the recommendations of the Cable Administrator for the preliminary award of franchises in each of the City of Chicago's five franchise areas, the City Council on

January 7, 1983, passed a resolution designating Cablevision, Group W of North Central Chicago, Group W of North West Chicago, Chicago Cable Communications and Stellar Continental Cable as successful applicants for Franchise Areas 1, 2, 3, 4 and 5, respectively; and

WHEREAS, The Cable Administrator successfully negotiated and drafted franchise agreements for Franchise Areas 2, 3, 4 and 5 between the City of Chicago and Group W Cable Associates of North Central Chicago, Group W Cable Associates of North West Chicago, Chicago Cable Communications and Stellar Continental Cable, Inc., respectively; and

WHEREAS, The Cable Administrator submitted franchise agreements for Franchise Areas 2, 3, 4 and 5 to the City Council on December 21, 1983, for its review and consideration and released said franchise agreements to facilitate public participation; and

WHEREAS, After conducting public hearings affording the public a reasonable opportunity to comment thereon, the City Council on February 15, 1984 in a Granting Ordinance dated February 15, 1984 approved and adopted the franchise agreements for Franchise Areas 2, 3, 4 and 5 and granted non-exclusive franchises to construct, install, maintain and operate cable communications systems in said Franchise Areas to Group W Cable Associates of North Central Chicago, Group W Cable Associates of North West Chicago, Chicago Cable Communications and Stellar Continental Cable, Inc., respectively; and

WHEREAS, Section 3 of said Granting Ordinance provides:

"That in approving and adopting said franchise agreements the City Council agrees that in the event a subsequent franchise is awarded on terms or conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' or applicants' respective franchise proposals, then the grantees in Franchise Areas 2, 3, 4 and 5 shall be entitled to any such similar terms and conditions by appropriate amendment of their respective franchise agreements"; and

WHEREAS, After it was determined that a mutually acceptable franchise agreement with Cablevision could not be reached, the City Council passed a resolution on April 13, 1984 authorizing negotiations with Communications and Cable of Chicago, Inc. in response to their continued expressed interest in the award of a franchise in Area 1 to determine if a mutually acceptable franchise agreement between the City and Communications and Cable of Chicago, Inc. could be reached; and

WHEREAS, A mutually acceptable franchise agreement was negotiated between the City and Communications and Cable of Chicago, Inc. and said franchise agreement was submitted to the City Council for its review and consideration and released to the public to facilitate public participation on December 17, 1984 together with a report explaining the Area 1 franchise agreement and the amendments required to the franchise agreements for Franchise Areas 2, 3, 4 and 5 pursuant to Section 3 of said Granting Ordinance; and

WHEREAS, After conducting public hearings affording the public the opportunity to appropriately review said franchise agreement and required amendments to the franchise agreements for Franchise Areas 2, 3, 4 and 5 and to comment thereon, the City Council

Committee on Cable Television voted to recommend approval of said franchise agreement for Franchise Area 1 and the required amendments to the franchise agreements for Franchise Areas 2, 3, 4, and 5; now, therefore,

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

SECTION 1. That it is in the best interests of the City of Chicago and all persons located therein to grant a non-exclusive franchise for Franchise Area 1 to Communications and Cable of Chicago, Inc., to construct, install, maintain and operate a cable communications system in the City of Chicago.

SECTION 2. That the franchise agreement for Franchise Area 1 which is attached hereto and made a part hereof is hereby approved and adopted.

[Franchise Agreement for Area 1 printed on
pages 13031 thru 13163 of this Journal.]

SECTION 3. That in approving and adopting said franchise agreement the City Council in accordance with Section 113.1-20(C) of the Municipal Code of Chicago is authorizing the grantee for Franchise Area 1 to secure indebtedness in excess of seventy-five percent (75%) of the fair market value of the property used by the grantee in the construction and operation of its cable television system for the financing of said system for Franchise Area 1 on terms and conditions consistent with the terms and conditions of said franchise agreement and the Municipal Code of the City of Chicago, Chapters 113.1 and 113.2.

SECTION 4. That the required amendments to the franchise agreements for Franchise Areas 2, 3, 4 and 5, respectively, attached hereto and made a part hereof made pursuant to Section 3 of the Granting Ordinance dated February 15, 1984 are hereby approved and adopted. The terms and conditions of said amendments are effective and binding on the City and the respective grantees in Franchise Areas 2, 3, 4 and 5 if, and only if, there is an acceptance of the Area 1 Franchise Agreement by Communications and Cable of Chicago, Inc. pursuant to Section 113.1-55(A) of the Enabling Ordinance.

[Amendments to Franchise Agreements for Areas 2, 3,
4 and 5 are printed on pages 13164 thru 13327
of this Journal.]

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

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ETC.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

(Continued on page 13328)

2/4/85

REPORTS OF COMMITTEES

13031

Franchise Agreement

Area 1

Office of Cable Communications
500 North Peshtigo Court
Suite 900
Chicago, Illinois 60611

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This Agreement, made and executed this _____ day of _____ 1985, by and between the City of Chicago (the "City") and Communications and Cable of Chicago, Inc., (the "Grantee"):

WITNESSETH

WHEREAS, Section 6(a) of Article VII of the Illinois Constitution provides that a home rule unit "may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax;..."; and

WHEREAS, Section 11-42-11 of the Illinois Municipal Code provides that "[T]he corporate authorities of each municipality may license, franchise and tax the business of operating a community antenna television system..."; and

WHEREAS, the City of Chicago desires the establishment of a cable communications system in the City of Chicago for the benefit of the City and all persons located therein; and

WHEREAS, the City Council adopted Chapter 113.1 of the Municipal Code of Chicago, "The Chicago Cable Communications Ordinance", on February 10, 1982, to provide for the franchising and regulation of cable systems within the City of Chicago; and

WHEREAS, the City Council adopted Chapter 113.2 of the Municipal Code of Chicago, "The Chicago Cable Ethics Ordinance", on April 21, 1982, to ensure that the awarding of franchises for and

operation of cable communications systems within the City of Chicago be conducted free of conflict of interest or the appearance thereof and with maximum protection to enhance public confidence therein; and

WHEREAS, the City Council issued a Request For Proposals for Cable Communications Franchises on May 27, 1982, dividing the City of Chicago into Franchise Areas 1,2,3,4 and 5 and requesting applications therefor; and

WHEREAS, six applicants on August 31, 1982, submitted a total of ten applications for Franchise Areas 1,2,3,4 and 5; and

WHEREAS, the City Council conducted public hearings affording the applicants and members of the public a reasonable opportunity to comment on the applications submitted to the City by the applicants; and

WHEREAS, after reviewing each application submitted and after considering the comments made thereon, the legal, financial, technical and character qualifications of each applicant, and the public interest, the City Council has determined that it is in the best interests of the City of Chicago and all persons located therein to grant a non-exclusive franchise to Communications and Cable of Chicago, Inc., to construct, install, maintain and operate a cable communications system within Franchise Area 1 of the City of Chicago.

NOW THEREFORE, it is hereby agreed as follows:

Section 1. Definitions

Unless the context clearly indicates that a different meaning is intended, for purposes of this Agreement all terms, phrases, words or their derivations shall be defined as set forth in Section 113.1-3 of the Chicago Cable Communications Ordinance or as follows; provided, however, that the terms, phrases, words or their derivations not defined

herein or in the Chicago Cable Communications Ordinance shall be given their common and ordinary meanings:

A. "Activation" means that sufficient facilities have been constructed and installed by Grantee in accordance with applicable federal, state and local laws and regulations or other standards so as to permit a person with proper terminal equipment to receive the services offered by Grantee.

B. "Affiliates" means any person that directly or indirectly controls or is controlled by or is under common control with Grantee.

C. "Completion of Construction" means the date when Grantee's cable television system is constructed and activated pursuant to the construction schedule set forth in Exhibit E-2 attached hereto and made a part hereof.

D. "Franchise Area 1" means that portion of the City set forth in Exhibit B attached hereto and made a part hereof.

E. "Major Outage" means that simultaneous loss of service (i.e. total loss of signals on any cable of Grantee's subscriber network system) occurs to five hundred (500) or more subscribers.

F. "Proposal" means the application submitted by Grantee to the City on August 31, 1982, in response to the City's Request for Proposals for Cable Communication Franchises dated May 27, 1982, amendments accepted thereto, comments submitted by Grantee in response to the consultant's Draft Evaluation Report and the public hearing record.

Section 2. Grant of Authority

2.1 Grant of Franchise

Pursuant to Section 113.1-4 of the Chicago Cable Communications Ordinance, Chapter 113.1 of the Municipal Code of Chicago, (the

"Enabling Ordinance") which together with the Chicago Cable Ethics Ordinance, (the "Ethics Ordinance") Chapter 113.2 of the Municipal Code of Chicago, provides the regulatory framework for all cable television systems within the City of Chicago, the City hereby grants to Grantee a non-exclusive franchise to construct, install, maintain and operate a cable television system within Franchise Area 1 on the terms and conditions set forth herein, in the Enabling Ordinance, and in the Ethics Ordinance.

2.2 Term and Effective Date of Agreement

Pursuant to Section 113.1-6(A) of the Enabling Ordinance, the term of this Agreement and the franchise granted hereunder shall be fifteen (15) years from the date that this Agreement and the franchise granted hereunder are accepted by Grantee pursuant to Section 113.1-55(A) of the Enabling Ordinance in the form of Exhibit A attached hereto and made a part hereof. Such acceptance shall occur subsequent to the date of passage by City Council of an ordinance approving and adopting this Agreement and the franchise granted hereunder. For purposes of this Agreement, the date of such acceptance shall be deemed the effective date of this Agreement.

2.3 Territorial Extent of Franchise and Primary Service Areas

The territorial extent of Franchise Area 1 is set forth in Exhibit B attached hereto and made a part hereof. Pursuant to Section 113.1-24(B) of the Enabling Ordinance, the territorial extent of the Primary Service Area ("PSA") for Area 1 is set forth in Exhibit B attached hereto and made a part hereof.

2.4 Acts or Omissions of Affiliates

During the term of this Agreement, Grantee shall be liable for the acts or omissions of its affiliates while such affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of Grantee's cable television system as if the acts or omissions of such affiliates were the acts or omissions of Grantee.

Section 3. Incorporation of Other Documents By Reference

This Agreement incorporates by reference Grantee's proposal in its entirety. Grantee agrees that in the case of conflict or ambiguity between Grantee's proposal and this Agreement and/or the Enabling Ordinance, this Agreement and/or the Enabling Ordinance shall prevail. Furthermore, this Agreement supplements the regulatory framework set forth in the Enabling Ordinance and the provisions of this Agreement shall at all times be read for consistency and compatability with the provisions of said Enabling Ordinance.

Section 4. Franchise Fee and Other Fees

The terms and conditions set forth herein are pursuant and in addition to the terms and conditions set forth in Sections 113.1-5(C) and 113.1-17 of the Enabling Ordinance.

4.1 Franchise Fee

Pursuant to Sections 113.1-17(A) and (B) of the Enabling Ordinance, Grantee shall pay to the City a franchise fee of five percent (5%) of the annual gross revenues received during the period of its operation under this Agreement.

4.2 Subsequent Action Affecting Franchise Fee

If during the term of this Agreement any court, agency or other authority of competent jurisdiction takes any action or makes any

declaration that adversely affects the amount of the franchise fee set forth in Section 4.1 hereof, the City and Grantee shall enter into negotiations to amend this Agreement to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

4.3 Prepayment of Franchise Fee

Grantee shall pay to the City as prepayment of its franchise fee the amount of three million dollars (\$3,000,000.00). Such prepayment shall be made in two equal installments, the first of which is due on the date of filing of Grantee's acceptance pursuant to Section 113.1-55(A) of the Enabling Ordinance and the second of which is due within thirty (30) days thereafter. The amount of such prepayment shall be credited against the amount determined to be payable in franchise fees for any year until the amount determined to be payable in franchise fees equals the amount of such prepayment; provided, however, that Grantee shall comply with the filing requirements set forth in Section 113.1-17(B) of the Enabling Ordinance during the period in which such prepayment is being credited.

4.4 Other Forms of Compensation

This section is not applicable to Franchise Area 1.

4.5 Acceptance Fee

Upon filing its acceptance pursuant to Section 113.1-55(A) of the Enabling Ordinance, Grantee shall pay to the City in addition to the franchise fee and other fees or forms of compensation set forth herein an amount equal to \$402,431.03 as determined by the Mayor, to be used to offset all costs incurred by the City in granting the franchises which

are not defrayed by the application fees required under Section 113.1-5(B) of the Enabling Ordinance.

4.6 Other Fees

Pursuant and in addition to Section 113.1-31(A) of the Enabling Ordinance, Grantee shall pay all fees necessary to obtain all federal, state and local licenses, permits and authorizations required for the construction, installation, maintenance or operation of its cable television system; provided, however, that no special fee shall be imposed on Grantee by the City for any such license, permit or authorization other than standard fees applicable to other persons for such licenses, permits or authorizations and that no fee shall be imposed on Grantee by the City for any permits and/or inspections for attachments to utility poles or service drops. Furthermore, the City shall use its best efforts to assist Grantee in obtaining all such local licenses, permits and authorizations in an expeditious and timely manner.

4.7 Not a Tax

Payment by Grantee to the City of the franchise fee and other fees set forth herein shall not be considered in the nature of a tax, but shall be in addition to any and all federal, state and local taxes, which are separate and distinct obligations of Grantee.

Section 5. Insurance and Bonds

5.1 Amounts

Pursuant to the terms and conditions set forth in Section 113.1-18 of the Enabling Ordinance, Grantee shall obtain, pay all premiums for and file with the City Comptroller written evidence of payment of premiums and executed duplicate copies of the following:

- a) A General Comprehensive Liability Policy pursuant to Section 113.1-18(A)(1) of the Enabling Ordinance listing the City as a co-insured with a minimum liability amount of five hundred thousand dollars (\$500,000.00) for primary coverage and six million five hundred thousand dollars (\$6,500,000.00) for excess coverage.
- b) A Property Damage Insurance Policy pursuant to Section 113.1-18(A)(2) of the Enabling Ordinance listing the City as a co-insured with a minimum liability amount of five hundred thousand dollars (\$500,000.00) for primary coverage and three million five hundred thousand dollars (\$3,500,000.00) for excess coverage.
- c) A performance bond pursuant to Section 113.1-18(A)(3) of the Enabling Ordinance with a minimum amount of three million dollars (\$3,000,000.00); provided, however, that the amount of such bond may, at Grantee's option, be reduced to two million dollars (\$2,000,000.00) upon construction of fifty percent (50%) of Grantee's cable television system and may, at Grantee's option, be further reduced to one million dollars (\$1,000,000.00) upon completion of construction of Grantee's cable television system.

5.2 Right to Require Replacement of Bonds or Insurance

If the City becomes aware of the financial conditions of any bonding or insurance company issuing a performance bond or insurance policy to Grantee as required herein where, if such conditions were known at the time, the City Comptroller, pursuant to Section 113.1-18 of the Enabling Ordinance, would not have approved the surety of the bond

or the Corporation Counsel would not have found the form of the bond or the insurance policies satisfactory or if the financial conditions of such bonding or insurance company materially change to the extent that such approvals would not have been made, the City may, at any time, require that any such bond or insurance policy be replaced with such other bond or insurance policy consistent with the requirements set forth in this Section.

5.3 Alterations

Grantee shall not materially change or alter the terms or conditions of the performance bond or insurance policies referred to herein or replace or cancel said bond or insurance policies except upon thirty (30) days prior written notice to the Commission. Said changes or alterations or replacement bond or insurance policies shall satisfy the requirements set forth herein and in Section 113.1-18(A) and (B) of the Enabling Ordinance and be in a form satisfactory to the Corporation Counsel.

5.4 Commission's Right To Increase Minimum Amount

In the event of changed circumstances that would render the amounts of the insurance policies set forth in Section 5.1 hereof inadequate, the Commission reserves the right to reasonably increase the minimum amounts of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the amounts of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

5.5 No Excuse from Performance

None of the provisions contained herein nor the performance bond or any of the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of the Enabling Ordinance and this Agreement or limit the liability of Grantee under the Enabling Ordinance and this Agreement for any and all damages in excess of the amounts of such performance bond or insurance policies.

5.6 Endorsement

The performance bond and insurance policies referred to herein shall contain the following endorsement:

"It is hereby understood and agreed that the surety [insurance company] will not cancel or refuse to renew this performance bond [insurance policy] without giving the City Comptroller and the Commission written notice, by registered mail, of its intention to cancel or not to renew, at least thirty (30) days prior to such action."

5.7 Insurance for Contractors and Subcontractors

Grantee shall provide coverage for any contractor or subcontractor involved in the construction, installation, maintenance or operation of its cable television system by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Sections 113.1-18(A) and (B) of the Enabling Ordinance and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's cable television system.

Section 6. Letter of Credit

6.1 Amount

Pursuant to the terms and conditions set forth in Section 113.1-19 of the Enabling Ordinance, the amount of the letter of credit shall be five hundred thousand dollars (\$500,000.00); provided, however, that the amount of the letter of credit shall be three hundred seventy five thousand dollars (\$375,000.00) per franchise area if the Grantee or its affiliates participates in two of the City's franchise areas; provided, further, that the amount of the letter of credit shall be three hundred fifty thousand dollars (\$350,000.00) per franchise area if the Grantee or its affiliates participates in three of the City's franchise areas.

6.2 Endorsement

Pursuant and in addition to Section 113.1-19(E) of the Enabling Ordinance, the letter of credit referred to herein shall contain the following endorsement:

"It is hereby understood and agreed that the surety will not cancel or refuse to renew this letter of credit without giving the City Comptroller and the Commission written notice, by registered mail, of its intention to cancel or not to renew, at least thirty (30) days prior to such action."

Section 7. Programming Services and Fees

7.1 Subscriber Services and Fees

Grantee shall provide to subscribers the broad categories of programming services set forth in Exhibit C attached hereto and made a part hereof. Grantee shall have the authority and right to change the monthly subscriber fees for all such services upon thirty (30) days prior written notice to the Commission and the subscribers affected

thereby. Such authority and right of Grantee to change said monthly subscriber fees shall exist until such time as the City exercises its right to establish procedures for the review of subscriber rates pursuant to Section 113.1-21(E) of the Enabling Ordinance.

7.2 User Services and Fees

Grantee shall provide to users the services at the discounted rates set forth in Exhibit D attached hereto and made a part hereof. Furthermore, Grantee shall file with the Commission a description of all its user services and the fees to be charged therefor thirty (30) days prior to the marketing of any such services.

7.3 New Subscriber Services

In the event any new subscriber services are proposed by Grantee to be offered on Grantee's cable television system, Grantee, pursuant to Section 113.1-22(E) of the Enabling Ordinance, shall file with the Commission a description of such services and the fees to be charged therefor thirty (30) days prior to any marketing of such services.

7.4 Promotions and Discounts

Pursuant and in addition to Section 113.1-21(G) of the Enabling Ordinance, Grantee may, for promotional purposes, offer service tiers, pay-per-channel or other services at discounted fees. Grantee shall file a description of such services and the fees to be charged therefor with the Commission forty-eight (48) hours prior to any marketing of such services.

7.5 No Interference With Service

If the Commission fails, if required, to approve a request by Grantee to increase the fees charged for its services or to decrease the services or channels offered or if the Council, pursuant to Section

113.1-21 fails, if required, to approve Grantee's petition for a change in its fee schedule, Grantee shall not deny, delay, interrupt or terminate any of its services because such requests or petitions were denied.

7.6 Extra-Long Drops

If the installation of a service outlet requires an aerial drop in excess of one hundred fifty (150) feet or an underground drop in excess of seventy-five (75) feet, Grantee may charge the subscriber an amount that is equal to the costs of time and materials in accordance with industry standards for that portion of the drop in excess of one hundred fifty (150) feet or seventy-five (75) feet, respectively. Grantee shall provide the subscriber a written estimate of the costs of installing an extra-long drop and obtain such subscriber's written consent prior to any installation of such drop; provided, however, that Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.

7.7 Non-Standard Installations

If a subscriber requests a non-standard installation for aesthetic purposes including, but not limited to, optional underground construction pursuant to Section 113.1-30(E) of the Enabling Ordinance, concealed wiring or routing from the tap to the dwelling unit that differs from the easiest route that could otherwise be taken (usually following the telephone drop) which results in greater costs, Grantee may charge the subscriber for such non-standard installation in an amount equal to the costs of time and materials in accordance with industry standards. Grantee shall provide such subscriber a written estimate of the costs of such installation and obtain the subscriber's

written consent prior to any such installation; provided, however, that Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.

7.8 Competing Technologies

Notwithstanding any other provisions of this Agreement and except as provided herein, Grantee shall not be required to provide services to subscribers by rewiring buildings already wired for a competing technology so as to allow the residents of said building to receive non-broadcast video services. Upon the request of any landlord or any condominium or tenant association of any building already wired for a competing technology, Grantee, in a timely manner consistent with the construction schedule referred to in Section 11.2 of this Agreement, shall undertake a good faith effort including such pre-marketing and pre-construction design activities as may be necessary in order to ascertain the economic viability of providing cable television service to said building. Upon completion of its ascertainment, Grantee shall inform the person who made such request of the results of said ascertainment. Where the results of said ascertainment demonstrate the economic viability of said building, Grantee shall provide service in accordance with the construction schedule referred to in Section 11.2 of this Agreement. Where the results of said ascertainment fail to demonstrate the economic viability of said building, Grantee shall provide a written explanation of the results of said ascertainment to the person who initially requested said ascertainment.

Section 8. System Design

8.1 Subscriber Network System

Grantee shall construct a subscriber network system utilizing one trunk and one feeder cable, providing a minimum upper limit bandwidth of 550 MHz with return transmission paths, which shall be capable of transmitting eighty-two (82) channels downstream and four (4) channels upstream in accordance with the design set forth in Section VI of Grantee's proposal notwithstanding the upper limit bandwidth or number of cables referred to therein. Such system shall be designed and constructed as a 550 MHz system with 550 MHz high capacity passives to provide a minimum of eighty-two (82) channels downstream and four (4) channels upstream and initially be activated at a minimum upper limit bandwidth of 450 MHz providing a minimum of sixty (60) channels downstream, activated upon initiation of service to subscribers. Grantee shall expand the initial channel capacity of such system as soon as 550 MHz technology has been reasonably perfected to ensure high performance and quality throughout the distribution network system and as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed. Grantee may also utilize an alternative technology or a combination of alternative technologies to provide cable service to subscribers; provided, however, that said alternative technology or combination thereof provides a minimum of fifty-four (54) non-broadcast channels downstream, activated upon initiation of service to subscribers. When it is technically and economically feasible, Grantee shall expand the initial capacity of those portions of its cable television system utilizing an alternative technology or combination thereof as soon as reasonably practicable

after notice by the Commission pursuant to its finding that such additional channel capacity is needed.

8.2 Institutional Network System

Grantee shall provide capacity on the subscriber network system for an institutional network system. If Grantee determines the need for additional channel capacity or the activation of upstream channel capacity for its institutional network system, Grantee shall provide such additional capacity or activate any or all of such capacity either on the subscriber network system or on a separate institutional network system upon its determination that such capacity is technically and economically feasible.

8.3 Twenty-Four Hour Operation

Both the subscriber and institutional network systems shall be designed and operated to ensure that such systems are in operation and are capable of transmitting and receiving signals twenty-four (24) hours per day; provided, however, that the operation of such systems may be interrupted by Grantee only during the times and for the reasons set forth in Section 113.1-29(E) of the Enabling Ordinance.

8.4 Transmissions Between the Subscriber and Institutional Network Systems

Both the subscriber and institutional network systems shall be designed so as to prevent access from either the subscriber network system onto the institutional network system or from the institutional network system onto the subscriber network system except upon the mutual agreement of Grantee and the originator of a transmission or as otherwise specified in this Agreement.

8.5 Alternative Design

If Grantee elects to use an alternative to the design set forth in Section VI of Grantee's proposal as modified by Sections 8.1 and 8.2 hereof, such alternative design shall equal or exceed the performance and capabilities of the design set forth therein. Grantee shall submit such alternative design with appropriate documentation to the Commission sixty (60) days prior to the implementation of such design in the construction or installation of its cable television system.

8.6 Interference

Grantee's cable television system shall be designed to minimize accumulation of upstream thermal noise and all connectors, splices and other equipment used therein by Grantee shall be designed, manufactured and installed so as to minimize signal leakage or ingress.

8.7 Reliability and Safety

Grantee, in order to promote reliability and safety, shall protect its equipment in a suitable manner from possible damage due to abnormal electrical surges. All trunk amplifiers shall contain automatic or manual gain and slope control circuitry designed to maintain high levels of signal quality over varying temperature conditions; provided, however, that no less than one-half of all trunk amplifiers shall contain automatic gain and slope control circuitry.

8.8 Satellite Earth Stations

Grantee shall, at a minimum, provide and maintain sufficient LNAs, LNCs and tunable receivers to ensure the uninterrupted carriage of all satellite-delivered services offered on Grantee's cable television system. Furthermore, Grantee shall provide an uninterruptible power

supply (U.P.S.) for all equipment necessary to carry such satellite-delivered services.

8.9 Standby Power

Grantee shall either provide standby power as set forth in Section VI-(20-21) of Grantee's proposal or provide and maintain equipment capable of providing standby power for its headend and hub facilities for a minimum of eight (8) hours and for the transportation and distribution amplifiers for a minimum of two (2) hours at any temperature above -10°F; provided, however, that standby power for the transportation and distribution amplifiers may be maintained at a minimum of one (1) hour at any temperature above -10°F if: (i) an automatic remote visual and aural alarm is provided and continuously monitored twenty-four (24) hours per day and automatically indicates when a standby power unit is operating in an emergency mode; (ii) a pool of portable generators capable of providing the requisite power are conveniently located; and (iii) procedures are established to ensure the prompt dispatch of a portable generator to any standby power unit operating in an emergency mode.

8.10 Standby Capability

Grantee shall provide and maintain facilities including a diversity of failure modes to ensure standby capability so that the failure of any part of Grantee's cable television system does not result in a loss of service throughout said system.

8.11 Status/Performance Monitoring Equipment

Where the bi-directional trunk of Grantee's cable television system has been activated, Grantee shall locate automatic status/performance monitoring equipment at not fewer than one-third (1/3) of all trunk

amplifier stations on its subscriber network system, including super trunk amplifier stations used to interconnect Grantee's hubs and headends. The status/performance monitoring system shall provide a record indicating the date, time and nature of the defect or fault and, at a minimum, be capable of indicating the total loss of one or more control carriers. Furthermore, Grantee shall provide monitoring equipment sufficient to ensure the reliable performance of its institutional network system.

8.12 Equipment

In the construction and installation of its cable television system, Grantee shall install the equipment set forth in Section VI of its proposal; provided, however, that Grantee may substitute such equipment with equipment of equivalent or better quality and function consistent with the requirements set forth in Sections 8.1 and 8.2 hereof upon prior written notice to the Commission. Such notice shall provide a description of the proposed equipment and the reasons for the substitution. All equipment used in the construction and installation of Grantee's cable television system shall be new; provided, however, that Grantee may, in specific instances, seek a waiver from the Commission of said requirement. In any event Grantee shall retain the necessary invoices and records as proof of its purchase thereof for a period of not less than two (2) years.

8.13 Satellite Uplink

Subject to regulatory approval, Grantee, upon completion of construction of eighty percent (80%) of its cable television system pursuant to the construction schedule set forth in Exhibit E-2 attached hereto and made a part hereof, shall provide or procure from a third

party sufficient satellite uplink capacity to meet the reasonable demands on Grantee for distribution of video, data and other signals originating within the City to areas outside the City. Grantee shall expeditiously seek and bear the costs of seeking the necessary regulatory approval and file proof thereof with the Commission.

Section 9. Technical Standards

9.1 Performance Requirements

Grantee shall maintain the following minimum performance standards at the output of any trunk or distribution amplifier on both the subscriber and institutional network systems:

Visual carrier-to-noise ratio	46 dB Minimum

Visual carrier-to-composite triple beat ratio	

Without HRC or IRC	53 dB Minimum

With either HRC or IRC	47 dB Minimum

9.2 Subscriber Network System

On Grantee's subscriber network system, visual carrier-to-noise ratios shall be measured with proper termination at all off-air signal processor and TV demodulator input ports and video input ports of the VSB/AM modulators nearest to the source of program origination. Demodulators, modulators and processors including AML and FMTV equipment, utilized at switching and relay points, shall be connected for normal operation. To demonstrate composite triple beat performance, the necessary test signals shall be connected to the combining network port nearest to the normal source for each channel; provided, however, that such test signals may be the normal source for each channel and provided, further, that such test signals may be the normal modulators with terminated video input processors in standby carrier mode or

separate multi-channel or single channel generators. In any event, the HRC or IRC phase-lock circuitry shall be temporarily disabled to ensure that all carrier frequencies are separately controlled. Observations of both noise and composite triple beat shall be made at the output port or the test port of the most remote line extender amplifier, or of the most remote trunk amplifier if no line extender amplifier exists, on each segregated trunk from each hub or headend. Prior to utilizing the upstream portion of its subscriber network system for the transmission of subscriber or user video signals, Grantee shall submit to the Commission for approval a plan which establishes performance standards and methods of measurement for the utilization of such upstream portion.

9.3 Institutional Network System

Downstream performance of Grantee's institutional network system may be observed in a manner comparable to the methods set forth in Section 9.2 hereof for the subscriber network system; provided, however, since no "normal" channel carrier shall be in place, the input port in the downstream system shall be located at the channel combiner at the designated control points with all switching and relay facilities set in the "normal" position for transmitting signals from such control points. The number of carriers used by Grantee for the observation of such downstream performance shall be equal to one-sixth of the useable pass band measured in MHz. If such an arrangement is not feasible, Grantee shall submit an alternative method for appropriate observation of the downstream performance of its institutional network system to the Commission for approval. In addition, upstream performance of Grantee's institutional network system shall be observed by connecting signal inputs, in turn, at the extremities of each segregated trunk connected

to each hub of Grantee's cable television system. Upstream performance observations shall be made at Grantee's main headend facility with all switching and relay circuits set in the "normal" position for transmitting signals to said headend. The number of carriers used for the observation of such upstream performance shall be one-sixth of the useable pass band measured in MHz. If such an arrangement is not feasible, Grantee shall submit an alternative method for appropriate observation of the upstream performance of its institutional network system to the Commission for approval.

9.4 Performance Measurement Standards

In order to properly conduct the performance observations set forth in Sections 9.2 and 9.3 hereof, Grantee shall ensure that all amplifiers and other equipment are in normal operating condition with ASGC control carriers properly adjusted.

9.5 Data Transmissions

The Bit Error Rate (BER) for all point-to-point data transmissions on Grantee's cable television system shall not exceed one multiplied by ten to the negative eighth power (1×10^{-8}) unless error detection and correction protocols are provided in accompanying software to ensure reliable transmission of all point-to-point data notwithstanding a larger Bit Error Rate (BER).

9.6 Interference

In order to ensure that the operation of its cable television system does not cause objectionable interference to any television or radio reception, Grantee shall comply with applicable FCC rules and regulations.

9.7 Test Procedures

Pursuant and in addition to Section 113.1-28(A) of the Enabling Ordinance, Grantee shall conduct its technical performance tests in accordance with the procedures set forth in the latest edition of "Standards of Good Engineering Practices for Measurements on Cable Television Systems," NCTA-008-0477. Grantee shall also submit to the Commission initial proof of performance tests for each portion of Grantee's cable television system activated pursuant to Grantee's construction schedule as set forth in Exhibit E-2 attached hereto and made a part hereof.

9.8 System Monitor Test Points

Pursuant and in addition to Section 113.1-28(B) of the Enabling Ordinance, the minimum number of system monitor test points for Grantee's cable television system shall be thirty-six (36).

Section 10. Maintenance of System

During the term of this Agreement, Grantee shall maintain its cable television system in good repair and condition.

Section 11. Construction Schedule and Other Reports

The following provisions are set forth pursuant and in addition to Section 113.1-31 of the Enabling Ordinance.

11.1 Construction Timetable

Upon request of the City, Grantee submitted to the City a construction timetable as an alternative to Section VII-A.3. of Grantee's proposal as set forth in Exhibit E-3 attached hereto and made a part hereof. Exhibit E-3, in addition to Exhibit VII-A.3.a. and Sections VII-B.2. and VII-B.3. of Grantee's proposal, shall be

enforceable under the terms and conditions of the Enabling Ordinance and this Agreement.

11.2 Construction Schedule and Map

Pursuant to Section 113.1-31(D) of the Enabling Ordinance, Grantee shall, within three (3) months of the date of its acceptance of this Agreement, furnish the Commission a complete construction schedule and map. Such schedule and map shall be consistent with Grantee's construction timetable referred to herein which upon approval by the Commission shall be attached hereto as Exhibit E-2 and made a part hereof. More specifically, such construction schedule shall be set forth by utility quarter section and indicate the approximate amount of plant mileage within Franchise Area 1 to be constructed and activated on the subscriber network system on a quarterly basis and the scheduled dates for completion of construction of all major facilities. Grantee's construction schedule shall be submitted by Grantee to the Commission on forms set forth in Exhibit E-1. Grantee's construction map shall, at a minimum, set forth the location of all major facilities, trunk and supertrunk lines for Grantee's subscriber system. Furthermore, Grantee's construction schedule and map shall be updated whenever substantial changes become necessary. A substantial change in the construction schedule shall be deemed to occur whenever an adjustment is necessary that would result in a delay in Grantee's quarterly schedule as set forth therein. In no event shall a change in the construction schedule that would result in a delay inconsistent with Grantee's construction timetable referred to in Section 11.1 hereof be permitted except upon prior approval of the Commission. In addition, upon commencement of construction of its cable television system, Grantee

shall, for informational purposes on the forms set forth in Exhibit E-1 attached hereto and made a part hereof, notify the Commission in writing on a monthly basis of those areas where strand or cable has been installed or where service is being provided.

11.3 "As Built" Maps

Grantee shall submit to the Commission "as built" maps for portions of Grantee's cable television system that have been constructed and activated pursuant to the construction schedule referred to in Section 11.2 of this Agreement as soon as such maps are completed by Grantee. Said maps, set forth by utility quarter sections, shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

11.4 Third Party Litigation

Grantee agrees that, except to the extent it is prevented from doing so by order of a court or administrative agency having appropriate jurisdiction, litigation instituted by a third party shall not suspend Grantee's obligation to construct, install and activate its cable television system in accordance with the construction schedule referred to in Section 11.2 of this Agreement.

Section 12. Construction Requirements and Standards

12.1 General

Grantee shall construct, install, maintain and operate its cable television system in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations.

12.2 Compliance Standards

Pursuant and in addition to Section 113.1-27(A) of the Enabling Ordinance, Grantee shall at all times comply with the following:

- (a) National Electrical Safety Code of the American National Standards Institute (latest edition);
- (b) National Electrical Code of the National Fire Protection Association (latest edition);
- (c) UL Code, (latest edition);
- (d) Tower Standards:
 - 1. EIA-RS-222-A
 - 2. FAA
 - 3. Department of Transportation

12.3 Construction and Installation Manual

Grantee shall submit to the Commission a manual which sets forth the specifications, standards and procedures for construction and installation of its cable television system. Said manual shall be consistent with the highest standards of the cable television industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said manual shall be submitted to the Commission not later than sixty (60) days prior to commencement of construction of Grantee's cable television system.

12.4 Grantee's Construction and Inspection Manual

Grantee shall submit a "Construction and Inspection Manual for Grounding, Bonding, and Surge Protection," to the Commission not later

than sixty (60) days prior to the commencement of construction of its cable television system. Such manual shall, at a minimum, cover the following:

- (a) Aerial Pole Lines
- (b) Ground Resistance Measurement
- (c) Grounding and Bonding Locations
- (d) Underground Construction
- (e) Service Drops - Aerial
- (f) Service Drops - Underground
- (g) Towers
- (h) TVROs (including LNAs and LNCs)
- (i) Buildings
- (j) Power Supplies
- (k) Amplifiers
- (l) Operating Reliability Goals

12.5 Engineering Site Survey

Grantee shall submit to the Commission a fully coordinated engineering site survey of all its off-air broadcast and satellite signal reception sites demonstrating adequate clearance from interference not later than sixty (60) days prior to commencement of construction of its cable television system.

12.6 Restoration

Pursuant and in addition to Section 113.1-30(F) of the Enabling Ordinance, Grantee shall promptly restore or replace the public way or private property in as good a condition as before the work causing such disturbance was done; provided, however, that where conditions prohibit prompt restoration or replacement of the public way, Grantee may request

an extension from the City, which request shall not unreasonably be denied. Grantee shall conduct all restoration or replacement in a competent and efficient manner minimizing disruption and inconvenience to others.

12.7 Tree Trimming on Public Property

Pursuant and in addition to Section 113.1-30(I) of the Enabling Ordinance, Grantee, in trimming trees or other foliage on public property, shall properly and promptly dispose of such trimmings.

12.8 Tree Trimming on Private Property

Grantee shall not trim any tree or other foliage located on private property prior to obtaining the consent of the owner of said property. Such trees or other foliage shall be trimmed at Grantee's own expense and trimmings therefrom shall be properly and promptly disposed of.

12.9 State-of-the-Art

Grantee's cable television system shall be designed, constructed and operated as a state-of-the-art cable television system as provided in Section 8 of this Agreement. If, as a result of technological developments, the quality or quantity of programming or services available to subscribers or users of Grantee's cable television system could be greatly enhanced, the Grantee shall, at the request of the Commission, investigate the feasibility of implementing such new developments and shall implement such technological developments if such implementation (i) can be done without adding an unwarranted financial burden to subscribers and (ii) is economically feasible and viable for Grantee. In determining whether or not Grantee shall be required to implement such new developments, the Commission and Grantee shall consider, among other factors, the remaining term of this Agreement,

performance demonstrating the operational feasibility of the new developments, construction costs, the adaptability of such developments to Grantee's cable television system or any part thereof and, the potential marketability of the new services and other factors affecting the economic feasibility and viability of implementation of the new developments.

12.10 Contractors and Subcontractors

All contractors or subcontractors of Grantee must be properly licensed under all applicable federal, state and local laws and regulations. Grantee shall be solely and completely responsible for all acts or omissions of any such contractor or subcontractor in the construction, installation, maintenance or operation of Grantee's cable television system.

Section 13. Extension of Service

13.1 New Developments

Grantee shall, upon request for service, provide service to all new developments located within the Primary Service Area of Franchise Area 1 if the new development is located within a portion of the Primary Service Area where construction of Grantee's cable television system has been completed or is in the process of being completed; provided, however, that Grantee may, upon approval of the Commission, extend the time for providing such service.

13.2 Annexation

Upon annexation by the City of any new territory contiguous to Franchise Area 1, Grantee shall, at the request of the City, provide service to said area upon terms and conditions mutually agreed to by the City and Grantee; provided, however, that Grantee may, upon Commission

approval, postpone the time for providing service to said area where it would result in a delay in Grantee's construction schedule as set forth in Exhibit E-2 attached hereto and made a part hereof.

13.3 Line Extension Policy

Pursuant to Section 113.1-25(A) of the Enabling Ordinance, Grantee shall extend its cable television system and make service available in Franchise Area 1 beyond the Primary Service Area as set forth in Exhibit B attached hereto and made a part hereof in accordance with Grantee's construction timetable as set forth in Section 11.1 of this Agreement. Grantee shall maximize the extent to which service is made available in the Line Extension area in accordance with the plan and policy for extending service set forth in Exhibit VII-A.4 of Grantee's proposal. Grantee shall, not later than ninety (90) days prior to the commencement of construction of its cable television system in each Community Planning Area contained in whole or part in the Line Extension Area, submit to the Commission its construction schedule, system design maps and such other documentation as necessary in accordance with the terms and conditions of this section. Commencing six (6) months after the completion of construction of those portions of its cable television system constructed pursuant to this section, Grantee shall, on an annual basis, submit a report to the Commission detailing its plans and progress in extending cable television service to the entirety of Franchise Area 1.

Section 14. Removal of System

14.1 Removal By Grantee

If the Council requires the removal of all of Grantee's property located within the public ways of the City pursuant to Section 113.1-10

(D)(3) or Section 113.1-11(F) of the Enabling Ordinance, Grantee, at its own expense, shall remove such property within one (1) year after complete cessation of Grantee's service or such longer period as approved by the Council and under supervision of the City, shall repair and restore the public ways pursuant to Section 113.1-30(F) of the Enabling Ordinance. Grantee shall be responsible for any and all damages caused by such removal. If the Council requires the removal of all of Grantee's property located within the public ways of the City pursuant to Section 113.1-10(D)(3) or Section 113.1-11(F) of the Enabling Ordinance and if, after complete cessation of Grantee's service, Grantee fails to remove or cause the removal of all of its property located within the public ways of the City within one (1) year or such longer period as approved by the Council, the City shall deem such property abandoned and such property, at the option of the City, shall become property of the City.

14.2 Removal By City

If the Council requires the removal of all of Grantee's property located within the public ways of the City pursuant to Section 113.1-10(D)(3) or Section 113.1-11(F) of the Enabling Ordinance and if Grantee fails to remove or cause the removal of all of its property located within the public ways of the City within one (1) year after complete cessation of Grantee's service, or such longer period as approved by the Council, the City may remove or cause the removal of such system; provided, however, that the City shall be reimbursed for the total costs of such removal to the extent that such costs exceed the amount of the performance bond set forth in Section 5.1 of this Agreement.

Section 15. Intra-City Interconnection

15.1 Purpose

Pursuant and in addition to Section 113.1-34 of the Enabling Ordinance, Grantee shall cooperate with other grantees to interconnect all cable television systems within the City to ensure that the granting by the City of separate franchises does not restrict utilization of such systems on a City-wide basis. Sufficient interconnection is essential for access channels, local origination channels and the institutional network system to facilitate City-wide and geographically-targeted programming and services.

15.2 Capacity and Timetable

Interconnection of all cable television systems within the City shall, at a minimum, provide adequate capacity for one (1) channel including two (2) subcarriers to be delivered from each of grantees' franchise areas to a central interconnection facility and four (4) channels including two (2) subcarriers to be delivered to each of grantees' franchise areas from a central interconnection facility. Said interconnection shall be operational within one (1) year of service being delivered by any grantee to its first subscriber. Additional channel capacity shall be incrementally activated on an as-needed basis up to two (2) channels to be delivered from each franchise area to a central interconnection facility and eight (8) channels to be delivered to each franchise area from a central interconnection facility; provided, however, that the grantees as part of the interconnection plan referred to in Section 15.3 of this Agreement may submit an alternative design that equals or exceeds the performance and capabilities of the design referred to herein.

15.3 Plan of Interconnection

Grantee, in cooperation with other grantees, shall develop a plan of interconnection consistent with the requirements set forth in this Section. Such plan shall address in detail all areas necessary to implement an interconnection system for the City, including, but not limited to, organizational structure, administration, design, financing, projected costs and expenses, technical performance and construction standards, channel bandwidth allocation procedures, construction, operation, maintenance and upgrading of the interconnection system. Such plan shall be submitted to the Commission for approval within ninety (90) days of the effective date of this Agreement; provided, however, that the Commission may extend the time for submission of such plan upon request by all such grantees. In the event all such grantees are unable to agree upon such a plan within ninety (90) days or such longer period as approved by the Commission, the Commission shall act as the arbitrator and its decision shall be final and binding on all such Grantees. Upon Commission approval, such plan shall be attached to this Agreement as Exhibit M and made a part hereof.

15.4 Interconnection Responsibilities

All grantees within the City, shall be responsible for: (i) providing and covering the costs of all equipment and facilities necessary to implement the plan of interconnection referred to in Section 15.3 hereof, (ii) obtaining all licenses, permits and authorizations necessary to conduct and operate such interconnection system, and (iii) covering all capital costs and operational and maintenance expenses associated therewith, as provided in said plan of interconnection.

15.5 Construction and Technical Standards

The interconnection system shall be designed, constructed, installed, maintained and operated in accordance with the standards set forth in Section 113.1-26(A), 113.1-27(A) and (C) and 113.1-28(A) of the Enabling Ordinance and Sections 9, 10 and 12 of this Agreement.

Furthermore, such system shall be designed, constructed, operated and maintained so as not to degrade the quality of any of the signals transmitted on grantees' subscriber or institutional network systems.

15.6 Fees, Rules, Etc.

Nothing herein shall prohibit Grantee from establishing reasonable fees for use of the interconnection system or from promulgating reasonable rules, regulations, terms or conditions relating to the use thereof; provided, however, that neither the City nor the CAC shall be charged at any time for the use thereof. In addition, the Commission shall annually review utilization of the interconnection system and the allocation of bandwidth to the City and the CAC to ensure that the City and the CAC have been reserved adequate capacity on the interconnection system to meet their respective reasonable needs.

Section 16. Channel Allocation

16.1 Standard Allocation

Grantee shall at all times provide the same channel allocations for the following channels as provided for by all grantees operating cable television systems within the City:

- A) Three (3) local origination channels, not more than two (2) of which may be alphanumeric;
- B) All channels under the control of the Chicago Access Corporation;

- C) At least two (2) leased access channels;
- D) At least two (2) local government access channels; and
- E) All television broadcast signals required to be carried by FCC regulations.

Grantee, in agreement with all other grantees operating cable television systems within the City, has established a standard channel allocation as set forth in Exhibit F attached hereto and made a part hereof. This allocation shall be binding on all such grantees.

16.2 FAA Conflicts

Grantee shall file requests for waivers for all channels that are in conflict with FAA allocations with the FCC and copies of such requests shall be filed with the Commission within ninety (90) days after the effective date of this Agreement.

Section 17. Universal Subscriber Service

This section is not applicable to Franchise Area 1.

Section 18. Local Origination

During the term of this Agreement, Grantee, in cooperation with the other grantees operating within the City, shall provide for local origination as set forth in Exhibit G and Attachment G1 attached hereto and made a part hereof.

Section 19. Chicago Access Corporation

19.1 Channel Commitments

Pursuant to Section 113.1-36(A) of the Enabling Ordinance, Grantee shall dedicate ten percent (10%) of its usable channels from their inception as access channels on its subscriber network system as set forth in Exhibit J attached hereto and made a part hereof. All such channels shall be provided to the CAC free of charge and be under the

exclusive use and control of the CAC; provided, however, that such channels are utilized by the CAC for non-commercial programming and purposes and without any charges by the CAC to any subscriber or advertiser. Under no circumstances shall Grantee have the authority or right to exercise any control over the use or operation of such channels except as provided in Section 113.1-36(B) of the Enabling Ordinance. Neither Grantee nor the CAC shall be liable for the quality or content of programming produced or transmitted by the other.

19.2 Payments and Contributions

Pursuant to Section 113.1-37 of the Enabling Ordinance, Grantee shall, in cooperation with other grantees operating within the City, pay directly to the CAC such capital and operating payments as set forth in Exhibit J attached hereto and made a part hereof at the times set forth therein. The grantees for Areas 1,2,3,4, and 5, respectively, shall be obligated for a 20% pro-rata share of all capital payments to the CAC as set forth in Section 4 of Exhibit J attached hereto and made a part hereof. The grantees for Areas 2,3,4, and 5, respectively, shall be obligated for a 25% pro-rata share for all non-capital payments to the CAC as set forth in Sections 2 and 3 of Exhibit J attached hereto and made a part hereof, recognizing that the Grantee in Area 1 shall not be obligated to make non-capital payments to the CAC. Such payments referred to herein shall be under the exclusive use and control of the CAC pursuant to the purposes and powers set forth in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

19.3 Equipment

In addition to the facilities and equipment commitments set forth in Exhibit J attached hereto and made a part hereof, Grantee shall provide, free of charge, modulators and other necessary equipment to permit full and practical utilization from the Grantee's headend downstream, by conventional technical means, of each CAC channel as from time to time requested by the CAC but in no event earlier than system activation. Furthermore, Grantee shall insure that its cable television system is constructed and operated to enable the CAC, at its own costs, to cablecast live programming from remote locations with no charge to the CAC for access to Grantee's existing facilities suitable for such purposes at Grantee's headend.

19.4 Programming Authority

Grantee shall have no authority or control over any programming cablecast on channels dedicated to the CAC pursuant to Section 19.1 hereof. All programming cablecast on such channels shall not be considered origination cablecasting for purposes of Grantee's compliance with Section 76 Subpart G of the FCC rules and regulations unless otherwise determined by the FCC with respect to Grantee. Grantee shall have no responsibility under Section 113.1-26(D) of the Enabling Ordinance for programming cablecast on any CAC dedicated channels. Furthermore, nothing in this Section shall be construed to imply that Grantee is a common carrier.

19.5 Recomputation

Commencing after the fifth year, the City, upon written request of the CAC, which request shall be no earlier than one hundred (120) days following conclusion of Grantee's fiscal year, shall exercise its right

to inspect Grantee's books and records and to audit and recompute the amount determined to be payable to the CAC as a percentage of Grantee's annual gross revenues pursuant to Section 113.1-17(C) of the Enabling Ordinance provided that the City be reimbursed by the CAC for any costs incurred in exercising such a right in the event Grantee is not liable for said costs. If, after exercising such a right, the City determines that an additional amount is due the CAC, Grantee shall pay the CAC such additional amount within thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance.

19.6 Interest

If any of the payments referred to in Section 19.2 hereof are not made on or before the due dates set forth in Exhibit J attached hereto and made a part hereof, Grantee shall pay to the CAC from such due date on the amount due and owing until such amount is paid in full the prime rate of interest effective as of the due date publicly announced by the First National Bank of Chicago. If an additional amount is due the CAC as a result of the audit referred to in Section 19.5 hereof and such amount is not paid within said thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance, Grantee shall pay to the CAC on the amount due and owing until such amount is paid in full the prime rate of interest effective as of such date publicly announced by the First National Bank of Chicago.

19.7 CAC/Grantee Policies and Procedures

In order to facilitate smooth operations and working arrangements between the CAC and Grantee and to resolve all practical difficulties in

the implementation of Grantee's commitments to the CAC, within one hundred and twenty (120) days after the effective date of this Agreement or such later date as agreed upon by Grantee and the CAC, Grantee and the CAC shall develop written policies and procedures which shall be filed with the Commission. Said policies and procedures shall detail the mutual obligations of Grantee and the CAC in a manner not inconsistent with this Agreement and shall include an acknowledgement by the CAC and Grantee that, with respect to any mutual obligations provided for under this Agreement and the written policies and procedures to be adopted by the parties pursuant hereto, each shall act in a reasonable, expeditious and timely manner.

Section 20. Leased Access

20.1 Subscriber Network System

Pursuant to Section 113.1-26(B) of the Enabling Ordinance, Grantee shall, during the term of this Agreement, provide at least two (2) leased access channels on its subscriber network system.

20.2 Additional Leased Channels

Whenever all of Grantee's leased access channels are utilized sixty percent (60%) of the time between 9 a.m. and 6 p.m. and/or eighty percent (80%) of the time between 6 p.m. and 10 p.m. on weekdays for a nine (9) consecutive week period, Grantee shall provide an additional leased access channel unless the Commission determines that to do so would place an unreasonable economic burden on Grantee; provided, however, that Grantee shall not at any time be required to provide more than five percent (5%) of the useable channels on its subscriber network system as leased access channels. Grantee may reduce by one the number of additional leased access channels provided pursuant to this Section

whenever all leased access channels minus one are not utilized sixty percent (60%) of the time between 9 a.m. and 6 p.m. and/or eighty percent (80%) of the time between 6 p.m. and 10 p.m. on weekdays for a nine (9) consecutive week period; provided, however, that in no event shall the number of leased access channels provided by Grantee be less than the number of channels provided pursuant to Section 20.1.

20.3 Rules

While recognizing Grantee's status as a cable system operator and not a common carrier, the leased access rules adopted by Grantee pursuant to Section 113.1-26(B)(3) of the Enabling Ordinance shall in no way act to discourage use of Grantee's leased access channels or interfere with or hinder competition.

Section 21. Municipal Utilization

21.1 Description

During the term of this Agreement, Grantee shall provide for municipal utilization on its subscriber network system as set forth in Section X of Grantee's proposal and Exhibit H attached hereto and made a part hereof. The channels dedicated to the use and control of the City and other local government agencies designated by the City as set forth in Exhibit H attached hereto and made a part hereof shall be utilized for non-commercial programming and purposes and without any charges by the City to any subscriber. Grantee shall have no authority or control over any programming cablecast on such dedicated channels. All programming cablecast on such dedicated channels shall not be considered origination cablecasting for purposes of Grantee's compliance with Section 76 Subpart G of the FCC rules and regulations unless otherwise determined by the FCC with respect to Grantee. Grantee shall have no

responsibility under Section 113.1-26(D) of the Enabling Ordinance for programming cablecast on any such dedicated channel. Furthermore, nothing in this Section shall be construed to imply that Grantee is a common carrier.

21.2 Additional Channel Capacity

Upon demonstration by the City of full utilization of the channel capacity dedicated to the City, Grantee shall exercise its best efforts to provide additional channel capacity to the City on its cable television system to meet the reasonable needs of the City unless to do so would place an unreasonable economic burden on Grantee.

Section 22. Enhanced/Developmental Services

22.1 Description

Grantee shall provide Enhanced/Developmental Services as set forth in Exhibit I upon its determination that such services are technically and economically feasible.

22.2 Fees

Pursuant to Section 113.1-22(E) of Enabling Ordinance, Grantee shall submit the fees to be charged for its Enhanced/Developmental Services to the Commission not less than thirty (30) days prior to any marketing of such services.

Section 23. Institutional Network System

Grantee may operate and maintain a bi-directional institutional network system in accordance with Section 8.2 hereof. Furthermore, Grantee may activate any part or all of its institutional network system upon its determination that such activation is technically and economically feasible.

Section 24. Employment Requirements

The following provisions are set forth pursuant and in addition to Section 113.1-53 of the Enabling Ordinance.

24.1 Affirmative Action

Pursuant to Sections 113.1-53(B) and (C) of the Enabling Ordinance, Grantee, during the term of this Agreement, shall exercise its best efforts to maximize equal employment opportunities for minorities and women. The goal for Grantee's workforce with respect to minority employment shall be parity with the population of minorities in relation to the general population of the City. Grantee shall take affirmative action to accomplish this goal in each of the job categories set forth in Exhibit K attached hereto and made a part hereof. The goals for Grantee's workforce with respect to female employment shall be parity with the respective percentage representations of females in the labor force of the City in each of the job categories set forth in Exhibit K attached hereto and made a part hereof. Grantee shall take affirmative action to accomplish these goals in each of said job categories.

24.2 Equal Employment Opportunity/Affirmative Action Plan

Grantee shall develop an Equal Employment Opportunity/Affirmative Action Plan in accordance with the requirements set forth in Exhibit K attached hereto and made a part hereof. Such Plan shall be filed with the Commission for approval within ninety (90) days after the effective date of this Agreement. The Commission shall within forty-five (45) days after receipt by it of such Plan approve such Plan or notify Grantee in writing of the deficiencies in such plan. In no event shall Grantee commence construction prior to such approval.

24.3 Pass-Through Requirements

In order to satisfy the employment requirements set forth herein and in Section 113.1-53 of the Enabling Ordinance, Grantee shall ensure that each contractor having a contract or contracts with Grantee and each sub-contractor having a contract or contracts with Grantee's contractors or Grantee's contractors' sub-contractors in excess of \$50,000 and at least fifteen (15) employees engaged in the construction, installation, maintenance or operation of Grantee's cable television system complies with Sections 24.1, 24.4, 24.5, 24.6, 24.7 and 24.8 of this Agreement and Section 113.1-53 of the Enabling Ordinance. Furthermore, Grantee shall ensure that each such contractor or sub-contractor develops an Equal Employment Opportunity/Affirmative Action Plan in accordance with the requirements set forth in Exhibit K attached hereto and made a part hereof. Each such Plan shall be made available to the Commission upon request.

24.4 Local Residents

Grantee shall take affirmative action to ensure that at least 50% of its employees engaged in the construction, installation, maintenance or operation of its cable television system are actual residents of the City.

24.5 Unions

Grantee shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding or with which it enters into discussions regarding a collective bargaining agreement or other contract or understanding of its responsibilities under this Section and Section 113.1-53 of the Enabling Ordinance. Grantee shall, to the extent possible through

negotiation or modification of such agreement, contract or understanding, ensure that such agreement, contract or understanding contains a provision consistent with this Section and Section 113.1-53 of the Enabling Ordinance so as not to impede Grantee's ability to satisfy the requirements set forth herein and therein.

24.6 Training

Pursuant to Section 113.1-53(B) of the Enabling Ordinance, Grantee shall provide training programs for qualified minorities and women as set forth in Section XIV of its proposal. In addition, Grantee shall establish such other training programs as necessary to satisfy the employment requirements set forth herein.

24.7 Records

Commencing ninety (90) days after the effective date of this Agreement and continuing for the term of this Agreement, Grantee shall prepare and maintain the following records on forms supplied by the Commission: job applicant flow logs, promotion, demotion, termination and transfer logs, and training activity and/or apprenticeship program participation summaries. Such records shall be available to the City during Grantee's normal business hours and retained in Grantee's files for not less than three (3) years.

24.8 Reporting Requirements

Grantee, during the term of this Agreement, shall file with the Commission the following reports on forms supplied by the Commission:

- a) Commencing within one hundred twenty (120) days after the effective date of this Agreement and continuing on a quarterly basis until construction of Grantee's cable television system has been completed and annually there-

after for the term of this Agreement:

--statistical reports;

--progress evaluation reports.

--a report listing any EEO/AA complaints filed
against Grantee with an agency or court having
appropriate jurisdiction.

b) Commencing one (1) year after approval by the Commission
of Grantee's Equal Employment Opportunity/Affirmative
Action Plan and continuing on an annual basis for the term
of this Agreement:

--a report summarizing and updating Grantee's
Equal Employment Opportunity/Affirmative
Action Plan.

24.9 Compliance

In order to monitor Grantee's compliance with its Equal Employment Opportunity/Affirmative Action Plan and the other requirements set forth herein, the Commission, whenever necessary or appropriate, but no less than annually, shall, commencing one (1) year after its approval of said Plan, conduct a compliance review. Such review shall consist of a comprehensive analysis and evaluation of the records maintained and the reports required to be submitted to the Commission pursuant to Sections 24.7 and 24.8 hereof and any other data relevant thereto. Grantee shall be deemed to be in compliance for purposes of Section 24 of this Agreement and Sections 113.1-53(B) and (C) of the Enabling Ordinance if the Commission determines that Grantee has exercised its best efforts to comply on an annual basis with its Equal Employment Opportunity/

Affirmative Action Plan and the requirements set forth in Sections 24.1, 24.3, 24.4 and 24.6 hereof.

Section 25. Contractors and Subcontractors

25.1 Local Businesses

Grantee shall utilize businesses located in the City in connection with the construction, installation, maintenance and operation of its cable television system to the maximum extent feasible and with due regard to price, quality and timing of delivery. In addition, Grantee shall, to the maximum extent feasible and with due regard to price, quality and timing of delivery of the purchase of comparable materials, equipment or supplies of any nature, give preference for such items which are assembled, manufactured or otherwise produced, in whole or in part, within the City.

25.2 Minority Business Enterprises (MBEs)

Pursuant to Section 113.1-53(E) of the Enabling Ordinance, Grantee shall, during the term of this Agreement, exercise its best efforts to ensure that qualified minority-owned businesses located in and certified by the City receive "a fair and substantial share of the economic benefits" forthcoming from development of Grantee's cable television system. For purposes of this Section, a "fair and substantial share of the economic benefits" shall mean twenty-five percent (25%) of the total dollar value of contracts awarded by Grantee, excluding contracts where participation of MBEs would not be practically possible such as factory direct purchases, purchases of satellite-delivered services and purchases of materials or equipment from a sole source of supply. Such exclusions shall be detailed with justifications therefor in Grantee's

minority business enterprise plan referred to in Section 25.4 hereof and shall be subject to Commission approval.

25.3 Women's Business Enterprises (WBEs)

Grantee, during the term of this Agreement, shall exercise its best efforts to ensure that qualified women-owned businesses located in and certified by the City are awarded five percent (5%) of the total dollar value of contracts awarded by Grantee, excluding contracts where participation of WBEs would not be practically possible such as factory direct purchases, purchases of satellite-delivered services and purchases of materials or equipment from a sole source of supply. Such exclusions shall be detailed with justifications therefor in Grantee's women's business enterprise plan referred to in Section 25.4 hereof and shall be subject to Commission approval.

25.4 Business Enterprise Plans

Grantee shall develop separate minority and women's business enterprise plans in accordance with the requirements set forth in Exhibit L attached hereto and made a part hereof. Such plans shall be filed with the Commission for approval within ninety (90) days after the effective date of this Agreement. The Commission shall, within forty-five (45) days of receipt by it of such plans, approve such plans or notify Grantee in writing of the deficiencies in any of said plans. In no event shall Grantee commence construction prior to such approvals.

25.5 Reporting Requirements

Grantee, during the term of this Agreement, shall file with the Commission the following reports on forms supplied by the Commission:

- a) Commencing within one hundred twenty (120) days after the effective date of this Agreement and

continuing on a quarterly basis until construction of Grantee's cable television system has been completed and annually thereafter for the term of this Agreement:

- a descriptive summary of the categories and total dollar value of contracts awarded by Grantee;
- a descriptive summary of the categories and total dollar value of contracts awarded by Grantee, excluding contracts where participation of MBEs/WBEs would not be practically possible in accordance with Sections 25.2 and 25.3 hereof and Exhibit L attached hereto and made a part hereof;
- a descriptive summary of the total dollar value of all contracts awarded to MBEs and WBEs;
- a descriptive summary of Grantee's efforts both to locate and facilitate the participation of qualified MBEs/WBEs in the construction, installation, maintenance and operation of Grantee's cable television system including a description of the specific programs implemented by Grantee to meet the goals set forth in Sections 25.2 and 25.3 hereof.

- b) Commencing within one (1) year after approval by the Commission of Grantee's MBE and WBE Plans and continuing on an annual basis for the term of

this Agreement, separate reports summarizing and updating both Grantee's MBE and WBE Plans.

25.6 Compliance

In order to monitor Grantee's compliance with its MBE and WBE Plans and the other requirements set forth herein, the Commission, whenever necessary or appropriate, but no less than annually shall, commencing one (1) year after approval by the Commission of Grantee's MBE and WBE Plans, conduct a compliance review. Such review shall consist of a comprehensive analysis and evaluation of the reports required to be submitted to the Commission pursuant to Section 25.5 hereof and any other data relevant thereto. Grantee shall be deemed to be in compliance for purposes of Section 25 of this Agreement and Section 113.1-53(E) of the Enabling Ordinance if the Commission determines that Grantee has exercised its best efforts to comply on an annual basis with its MBE and WBE Plans and the requirements set forth in Sections 25.1, 25.2 and 25.3 hereof.

Section 26. Consumer Services

26.1 Consumer Services Plan

Pursuant and in addition to Section 113.1-22(E) of the Enabling Ordinance and Section XIV-(1-2) of its proposal, Grantee shall submit to the Commission a detailed consumer services plan sixty (60) days prior to commencement of service to its first subscriber. Such plan shall, at a minimum, demonstrate that the facilities, personnel, repair, complaint and adjustment procedures, telephone and other information systems of Grantee are sufficient to ensure timely, efficient and effective services to consumers. Such plan shall also be consistent with the highest standards of the cable television industry and the

requirements set forth herein and in Sections 113.1-27(B) and 113.1-29 of the Enabling Ordinance.

26.2 Business Offices and Personnel

Pursuant and in addition to Section 113.1-27(B) of the Enabling Ordinance, Grantee shall establish and maintain offices and provide personnel, telephone service and other equipment, as needed, to ensure timely, efficient and effective service to consumers. Such personnel shall include one person designated by Grantee to act as a liaison between Grantee and the City on consumer service issues. All business offices of Grantee shall have a locally listed telephone number and, at a minimum, be open for business during the hours set forth in Section XIV-1 of Grantee's proposal. Furthermore, at various times during the day, Grantee shall cablecast the address, telephone number and office hours of its business offices on a local origination channel received by all subscribers.

26.3 Subscriber Complaints

Pursuant and in addition to Section 113.1-29(B) of the Enabling Ordinance, Grantee shall promptly respond to and resolve all subscriber complaints; provided, however, that nothing herein shall require Grantee to maintain or repair any equipment not provided by Grantee, maintain records with respect thereto nor respond to or resolve subscriber complaints relating thereto. Grantee shall maintain records of such complaints setting forth the date and nature of the complaint and any action taken in response thereto. Such records shall be available to the City during normal business hours and retained in Grantee's files for not less than three (3) years. A statistical summary of such records shall be prepared by Grantee and submitted to the Commission

monthly commencing thirty (30) days after commencement of construction and continuing until construction of Grantee's cable television system is complete in accordance with Exhibit E-2 attached hereto and made a part hereof. Thereafter, such records shall be submitted to the Commission annually.

26.4 Major Outages

Grantee shall maintain records of all major outages. Such records shall indicate the estimated number of subscribers affected, the date and time of first notification of the outage, the date and time service was restored, the cause of the outage and a description of the corrective action taken. Such records shall be available to the City during normal business hours and retained in Grantee's files for not less than three (3) years. A statistical summary of such records shall be prepared by Grantee and submitted to the Commission annually, commencing twelve (12) months after service is provided to the first subscriber.

26.5 Pre-Construction Information

Prior to commencement of construction of an area, Grantee shall exercise its best efforts to inform the residents thereof of the nature and timetable for such construction and shall provide them with the procedures for filing complaints.

26.6 Grantee Solicitation

At the time Grantee solicits the residents of an area for subscription of services, Grantee shall provide such residents a simple, but thorough written explanation of all services offered, the price of such services, the parental lock-out device, installation procedures and

privacy rights of the subscriber as set forth in Section 113.1-32 of the Enabling Ordinance and Section 28 of this Agreement.

26.7 Requests for Installation

Pursuant and in addition to Section 113.1-31(C) of the Enabling Ordinance, Grantee shall fill all reasonable requests for installation of its services within thirty (30) days after the date of such request. A request shall be deemed reasonable if (i) the services requested are uniformly available on Grantee's cable television system; (ii) the services are requested in a portion of Franchise Area 1 where Grantee's cable television system has been constructed and activated; (iii) Grantee in cooperation with appropriate agencies can accomplish a proper physical extension of its cable television system to a person's premises within thirty (30) days; and (iv) Grantee can obtain access to a person's premises. If Grantee fails within such thirty (30) day period to provide the service requested, Grantee, upon request of the person requesting service, shall within thirty (30) days thereafter promptly refund any and all deposits or advance payments made by such person. In the case of a non-standard installation as provided for in Section 7.7 of this Agreement, Grantee shall, if necessary, be afforded a reasonable period of time beyond such thirty (30) day period to fill a reasonable request for such non-standard installation. If Grantee fails within such thirty (30) day period or such longer period, as the case may be, to provide the services requested, Grantee, upon request of the person requesting such services, shall within thirty (30) days thereafter promptly refund any and all deposits or advance payments made by such person. Grantee shall maintain a record of all installation requests showing when and what action was taken.

26.8 Installation Information

Pursuant and in addition to Section 113.1-29(C) of the Enabling Ordinance, Grantee, upon installation of service, shall provide the subscriber a simple, but thorough written explanation of its service, adjustment and complaint procedures and proper use of the converter or other cable-related equipment. Thereafter, Grantee shall provide subscribers with such information upon request.

26.9 Translated Information

The information and materials described in Sections 26.5, 26.6 and 26.8 hereof, shall also be available in Spanish.

26.10 Program Guides

In the event Grantee or its agent provides to Grantee's subscribers written program guides, such guides shall list, at a minimum, all non-must carry channels carried on Grantee's cable television system and shall, to the extent reasonable as determined by Grantee, list all programs carried on such channels.

26.11 Information Filed With Commission

Pursuant and in addition to Section 113.1-22(E) of the Enabling Ordinance, Grantee shall file the information described therein and the information and materials set forth in Sections 26.5, 26.6, 26.8 and 26.9 hereof with the Commission at least fourteen (14) days prior to any distribution of such information or materials except as provided in Section 7 of this Agreement.

26.12 Employee Identification

Each employee of Grantee when entering private property or working on public ways shall be required to wear an employee identification card issued by Grantee bearing a picture of said employee.

26.13 Nondiscrimination

Grantee shall not discriminate against any person in the solicitation or provision of any service on the basis of age, sex, race, color, creed, ethnic origin, sexual orientation, marital status or handicap.

Section 27. Users

The provisions set forth in Sections 113.1-21(F) and 113.1-22(E) of the Enabling Ordinance shall apply to all users of Grantee's cable television system.

Section 28. Privacy

28.1 Requirements

Grantee shall construct, install, maintain and operate its cable television system so as to protect the privacy rights of each subscriber and user in accordance with Section 113.1-32 of the Enabling Ordinance, the requirements set forth herein and other applicable federal, state and local laws and regulations.

28.2 Monitoring, Collection, Use or Release

Pursuant and in addition to Section 113.1-32(B), Grantee shall not monitor, collect or use any information or signals transmitted over its cable television system except as provided therein. Nor shall Grantee release any individually identifiable information about any subscriber or user to the City or any other third party without the prior written consent of such subscriber or user. Any consent of a subscriber or user for the monitoring, collection, use or release of any information or signals transmitted over or obtained by Grantee's cable television system shall be explicit and in writing and separate from any contract or agreement for services or use. Such consent shall contain a

statement in bold print that states that the subscriber or user knowingly authorizes the monitoring, collection, use or release of such information, that the consent is revocable at any time by the subscriber or user without penalty and that describes the exact nature of the monitoring, collection, use or release of such information. Such consent is revocable without penalty at any time by the subscriber or user upon prior written notice to Grantee. In no event shall such consent be obtained by Grantee from a subscriber or user as a condition of service or a continuation thereof, except if such consent is necessary to adequately provide such service.

28.3 Privacy Information

Prior to installation of service, Grantee shall provide each subscriber with a simple, but thorough written explanation of the nature of individually identifiable information capable of being transferred, monitored or collected over Grantee's cable television system for the services said subscriber is requesting and of all applicable privacy requirements as set forth herein and in Section 113.1-32 of the Enabling Ordinance; provided, however, that such information shall be filed with the Commission not less than fourteen (14) days prior to its being distributed to any subscriber.

28.4 Ownership of Data

The ownership of any data or signals originated by a subscriber or user and maintained by Grantee or a third party which are intended for the sole use of such subscriber or user shall remain solely in the originating subscriber or user, even though such data or signals are maintained by Grantee or a third party.

28.5 Court-Ordered Disclosure

Pursuant and in addition to Section 113.1-32(B)(4) of the Enabling Ordinance, if a court of competent jurisdiction authorizes or orders the monitoring, collection, use or release of any individually identifiable information about any subscriber or user, Grantee shall notify such subscriber or user in a sufficient amount of time to permit the subscriber or user to challenge the monitoring, collection, use or release of such information except where the court finds that nondisclosure is mandated.

28.6 Destruction of Information

Any individually identifiable information of a subscriber or user collected by Grantee pursuant to Section 113.1-32 of the Enabling Ordinance and the provisions contained herein shall be destroyed immediately once the purpose for its collection has been accomplished unless the Enabling Ordinance, this Agreement or federal, state or local laws require its retention.

28.7 Request for Information

Pursuant and in addition to Section 113.1-32(C)(5) of the Enabling Ordinance, Grantee, within two (2) weeks of its receipt of a written request from any subscriber or user, shall make available to such subscriber or user the information collected or maintained by it with respect to such subscriber or user. Furthermore, Grantee shall permit its subscribers or users to correct any inaccurate information collected about them. If such information is in machine-readable form, Grantee shall translate such information and provide such subscriber or user with a copy of the translation.

Section 29. Enforcement

29.1 Sanctions

Pursuant to Sections 113.1-57(A) and (B) of the Enabling Ordinance, the Commission shall have the right to impose monetary penalties, fines and other monetary sanctions in accordance with Section 29.6 of this Agreement in the event Grantee violates the Enabling Ordinance, this Agreement or any rule or regulation lawfully adopted by the Commission pursuant to Section 113.1-46(A)(10) of the Enabling Ordinance. Furthermore, the Commission shall have the right to impose liquidated damages for those violations set forth in Section 29.5 of this Agreement. Such rights shall be in addition to any other rights or remedies the City or Commission has under the Enabling Ordinance, this Agreement or other applicable laws.

29.2 Notice of Violation

If the Commission has reason to believe that Grantee is in violation of the Enabling Ordinance, this Agreement or any rule or regulation lawfully adopted by the Commission pursuant to Section 113.1-46(A)(10) of the Enabling Ordinance, the Commission shall notify Grantee in writing of the violation setting forth the nature of such violation. Within thirty (30) days of its receipt of such notice, Grantee either shall respond in writing to the Commission contesting the Commission's notice of violation with supporting documentation that such violation did not occur or was beyond Grantee's control and requesting an opportunity to be heard or shall remedy the violation within such thirty (30) day period; provided, however, that the Commission may determine that the violation is of such a serious nature that a lesser period for remedying the violation is warranted. If Grantee cannot

reasonably remedy the violation within the time period specified and so informs the Commission, the Commission may extend the time permitted for remedying the violation provided Grantee informs the Commission on a regular basis of the steps being taken to remedy the violation.

29.3 Notice of Assessment

If within thirty (30) days of its receipt of notice of the violation pursuant to Section 29.2 of this Agreement, Grantee fails to submit a written response contesting the Commission's notice of violation or if after requesting an opportunity to be heard Grantee fails to prove in said hearing that such violation did not occur or was beyond its control or if Grantee fails to remedy the violation within the time period specified or any extensions thereto pursuant to Section 29.2 of this Agreement, the Commission, after considering all relevant factors, may impose upon Grantee monetary penalties, fines, liquidated damages or other monetary sanctions from the date of notice of violation in accordance with Sections 29.5 or 29.6 of this Agreement and shall provide Grantee with prior written notice of such assessment. Such notice of assessment shall state the amount to be assessed and provide a date of at least fifteen (15) days after receipt of such notice upon which payment for the violation is due.

29.4 Withdrawal from Letter of Credit

If Grantee fails to pay to the City any monetary penalties, fines, liquidated damages or other monetary sanctions imposed upon Grantee by the Commission within three (3) days after the date set forth in the notice of assessment pursuant to Section 29.3 of this Agreement, the Commission, pursuant to Section 113.1-19(B) of the Enabling Ordinance, may immediately request payment of the amount thereof from the letter of

credit. Upon such request for payment, the Commission shall notify Grantee of the amount and date of such payment.

29.5 Liquidated Damages

Grantee agrees the following will result in damages to the City that will be impracticable or difficult to ascertain and therefore, agrees to pay to the City the following amounts which shall not be considered in the nature of penalties:

- a) Material failure to construct and activate its cable television system in accordance with the construction timetable and construction schedule and map referred to in Sections 11.1 and 11.2 of this Agreement unless such failure is caused by circumstances beyond Grantee's control or by a change or extension in such timetable, schedule or map approved by the Commission, \$750.00 a day for each day and part thereof that such failure continues;
- b) Material failure to comply with the design, technical, maintenance, construction or operational requirements set forth or referred to in Sections 8, 9, 10 and 12 of this Agreement, \$750.00 a day for each day or part thereof that such failure continues;
- c) Material failure to comply with the interconnection requirements set forth or referred to in Section 15 of this Agreement, \$750.00 per day for each day or part thereof that such failure continues;
- d) Except as approved by the Commission or the Council, if required, a material failure to provide the services set forth or referred to in Section 7 of this Agreement

in accordance with the requirements set forth therein,
\$250.00 a day for each day or part thereof that such
failure continues.

29.6 Monetary Penalties, Fines and Other Monetary Sanctions

Pursuant to Section 113.1-57(A) and (B) of the Enabling Ordinance, if Grantee fails to comply with any provision of the Enabling Ordinance or this Agreement, the Commission may assess and impose monetary penalties, fines and other monetary sanctions for such failure in an amount not to exceed \$750.00 per day per violation for each day or part thereof that such failure continues. If Grantee fails to comply with any rule or regulation lawfully adopted by the Commission pursuant to Section 113.1-46 (A)(10) of the Enabling Ordinance, the Commission may assess and impose fines for such failure in an amount not to exceed \$50.00 per day per violation for each day or part thereof that such failure continues. All such monetary penalties, fines and other monetary sanctions shall be determined by the Commission in accordance with the principles set forth below:

- a) Such monetary penalties, fines and other monetary sanctions shall exceed the financial benefits to Grantee's delaying or failing to comply with the applicable requirement;
- b) Even where such benefits are not easily discernable, such monetary penalties, fines and other monetary sanctions shall be high enough to have a significant deterrent effect on Grantee;
- c) Such monetary penalties, fines and other monetary sanctions shall be sufficient to protect the City

and other affected parties against loss of revenues resulting from Grantee's violations.

29.7 Act or Omission Beyond Grantee's Control

Grantee shall not be subject to the imposition of monetary penalties, fines, liquidated damages and other monetary sanctions referred to herein for any act or omission if such act or omission was beyond Grantee's control. An act or omission shall not be deemed to be beyond Grantee's control if committed, omitted or caused by an affiliate of Grantee involved in constructing, installing, maintaining or operating Grantee's cable television system within the City of Chicago. The inability of Grantee to obtain financing for whatever reason nor the misfeasance or malfeasance of its officers, directors, employees or agents shall not be deemed an act or omission beyond Grantee's control.

29.8 Other Rights of City

The right of the Commission to impose upon Grantee monetary penalties, fines, liquidated damages and other monetary sanctions pursuant to Sections 29.5 and 29.6 hereof shall be in addition to any other rights or remedies the Commission or the City has under the Enabling Ordinance, this Agreement or other applicable laws including the right of revocation pursuant to Sections 113.1-11 and 113.1-12 of the Enabling Ordinance.

29.9 No Waiver of Rights

The decision by the Commission to forego the imposition upon Grantee of monetary penalties, fines, liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the Commission's or the City's rights under this Section for subsequent violations of the Enabling Ordinance and/or this Agreement.

Section 30. Miscellaneous Provisions

30.1 Governing Law

This Agreement shall be construed pursuant to the laws of the State of Illinois.

30.2 Descriptive Headings

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

30.3 Employees and Agents

Grantee shall be solely and completely responsible for the actions of its employees and agents in the course of their employment.

30.4 Rights Reserved to City

Grantee hereby acknowledges the rights reserved to the City in Section 113.1-52 of the Enabling Ordinance.

30.5 Compliance with Ethics Ordinance

Grantee pledges that it has made no promise or inducement, oral or written, to any City employee, City representative or City advisor as defined in Section 113.2-2 of the Ethics Ordinance regarding the receipt or award of the franchise granted hereunder.

30.6 No Inducement

Grantee acknowledges that it has not been induced to accept this franchise by any promise, verbal or written, made by or on behalf of the City or by any third person regarding any term or condition set forth in the Enabling Ordinance or this Agreement.

30.7 No FCC Waivers Without Notice to City

Grantee shall not apply for any waivers, exceptions or declaratory rulings from the FCC or any other federal or state regulatory agency without prior written notice to the City.

30.8 No Excuse from Compliance

Grantee shall not be excused from compliance with any of the terms or conditions of the Ethics Ordinance, the Enabling Ordinance or this Agreement by failure of the City upon one or more occasions to insist upon such compliance by Grantee or to seek compliance by Grantee with any term or condition of the Ethics Ordinance, the Enabling Ordinance or this Agreement.

30.9 Commission Action

In any action by the Commission mandated or permitted under the Enabling Ordinance and/or this Agreement, the Commission shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where Commission approval or consent is required under the Enabling Ordinance and/or this Agreement, the Commission shall not unreasonably withhold its approval or consent.

30.10 Modifications

In the event of unforeseen circumstances beyond Grantee's control that occur in connection with the construction, installation, maintenance or operation of its cable television system, Grantee shall have the right to petition the City for modifications of the terms or conditions of the Enabling Ordinance and/or this Agreement where modifications sought by the Grantee are shown to be necessary to ensure the economic viability of its cable television system. Grantee shall file said petition with the Commission documenting the unforeseen circumstances and their effect on the economic viability of its system and the extent to which such modifications to the Enabling Ordinance and/or this Agreement are necessary to ensure the economic viability of said system. The Commission shall review such petition in an

expeditious and timely manner and shall submit its recommendation to the Council. The Council shall review and act upon the Commission's recommendation in an expeditious and timely manner and shall not unreasonably withhold approval of such modifications where there is a clear showing that such modifications are necessary to ensure the economic viability of said system. The Council in approving such modifications may adopt and impose reasonable terms and conditions on such modifications and may provide for future review of such modifications as may be appropriate.

30.11 Force Majeur

Grantee shall not be deemed in violation of this Agreement and/or the Enabling Ordinance for the delay in performance or failure to perform in whole or part its obligations under the Enabling Ordinance and/or this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond Grantee's control pursuant to Section 113.1-11(E) of the Enabling Ordinance and Section 29.7 of this Agreement and any such delay or failure to perform shall not be deemed to be a violation of the Enabling Ordinance and/or this Agreement. In the event that the delay in performance or failure to perform affects only part of Grantee's capacity to perform its obligations under the Enabling Ordinance and/or this Agreement, Grantee shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. Grantee shall promptly notify the Commission in writing of an event covered by this Section and the date, nature and cause thereof. Furthermore, Grantee, in such notice, shall

indicate the anticipated extent of such delay and the obligations under the Enabling Ordinance and/or this Agreement to be affected thereby.

30.12 Severability

If any provision of this Agreement or any portion of any provision hereof is deemed invalid under any applicable ordinance or rule of law, such provision shall be, to the extent invalid, deemed omitted and all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective, duly authorized agents or officers, as of the day and year set forth below.

City of Chicago

Date

Harold Washington, Mayor

Grantee

Approved as to form
and legality

Corporation Counsel

Exhibit AFORM OF ACCEPTANCE

In accepting the franchise for Franchise Area 1, pursuant to Sections 113.1-47 (A),(B),(C), 113.1-50(A) and 113.1-55(A) of the Enabling Ordinance, Grantee hereby:

- a) agrees to accept the validity of the terms and conditions of the Chicago Cable Communications Ordinance, Chapter 113.1 of the Municipal Code and the Agreement in their entirety relying upon its own investigation and understanding of the power and authority of the City to grant said franchise and further agrees that it shall not, at any time, proceed against the City in any claim or proceeding challenging any term or provision of the Chicago Cable Communications Ordinance or Agreement as unreasonable, arbitrary or void, or allege that the City did not have the authority to impose such term or condition;
- b) expressly acknowledges that it has not been induced to accept the Agreement by any promise, verbal or written, on behalf of the City or by any third person regarding any term or condition of the Chicago Cable Communications Ordinance or the Agreement not expressed therein;
- c) further acknowledges that it has carefully read the terms and conditions of the Chicago Cable

Communications Ordinance and the Agreement and accepts
without reservation the obligations imposed by the terms
and conditions therein; and

d) pledges that no promise or inducement, oral or
written, has been made to any City employee or
official regarding receipt of its franchise.

The undersigned hereby certifies:

That he/she has been duly authorized pursuant to _____ (e.g.,
Grantee's articles of incorporation, by-laws, or action of its Board of
Directors) to make this acceptance of the franchise for Franchise
Area 1.

Name of Grantee

Signature of Affiant

Name of Affiant

Official Title

Date

Sworn to and subscribed before me

this _____ day of _____ 1985.

Notary

Date Commission Expires

Exhibit BDESCRIPTION OF FRANCHISE AREA I

Beginning at the intersection of Lake Michigan and the North City Limits; thence west and south along the City Limits to the intersection of Kedzie Ave. and Devon Ave. (City Limits); thence west on Devon Ave. (City Limits) to the North Shore Channel; thence south on the North Shore Channel to Bryn Mawr Ave.; thence east on Bryn Mawr Ave. to Western Ave.; thence north on Western Ave. to Peterson Ave.; thence east on Peterson Ave. to Ravenswood Ave.; thence south on Ravenswood Ave. to Wellington Ave.; thence west on Wellington Ave. to the C. & N.W. RY.; thence south on the C. & N.W. Ry. to Diversey Ave.; thence west on Diversey Ave. to the North Branch of the Chicago River; thence south on the North Branch of the Chicago River and the South Branch of the Chicago River to 18th St.; thence east on 18th St. to Clark St.; thence south on Clark St. to Cermak Rd.; thence east on Cermak Rd. to Federal St.; thence south on Federal St. and Federal St. extended across the Adlai E. Stevenson Expressway and continuing south on Federal St. to 26th St.; thence west on 26th St. to the C.R.I. & P. R.R.; thence south on the C.R.I. & P. R.R. to 35th St.; thence east on 35th St. to Federal St.; thence south on Federal St. to Pershing Rd.; thence west on Pershing Rd. to the C.R.I. & P. R.R.; thence south on the C.R.I. & P. R.R. to 51st St.; thence east on 51st St. to Cottage Grove Ave.; thence north on Cottage Grove Ave. to 43rd St.; thence east on 43rd St. and 43rd St. as extended to Lake Michigan; thence north along Lake Michigan to the place of beginning.

(Continued on next page)

DESCRIPTION OF PRIMARY SERVICE AREA OF FRANCHISE AREA 1

Beginning at the intersection of Lake Michigan and the North City Limits; thence west and south along the City limits to the intersection of Kedzie Ave. and Devon Ave. (City limits); thence west on Devon Ave. (City limits) to the North Shore Channel; thence south on the North Shore Channel to Bryn Mawr Ave.; thence east on Bryn Mawr Ave. to Western Ave.; thence north on Western Ave. to Peterson Ave.; thence east on Peterson Ave. to Ravenswood Ave.; thence south on Ravenswood Ave. to Wellington Ave.; thence west on Wellington Ave. to the C. & N.W. RY.; thence south on the C. & N.W. RY. to Diversey Ave.; thence west on Diversey Ave. to the North Branch of the Chicago River; thence south on the North Branch of the Chicago River to Division St.; thence east on Division St. and Division St. extended to Lake Michigan; thence north along Lake Michigan to the place of beginning. The Primary Service Area continues at the intersection of Lake Michigan and 31st St. as extended to Lake Michigan; thence west on 31st St. as extended to Lake Michigan and 31st St. to the C.R.I. & P. R.R.; thence south on the C.R.I. & P. R.R. to 35th St.; thence east on 35th St. to Federal St.; thence south on Federal St. to Pershing Rd.; thence west on Pershing Rd. to the C.R.I. & P. R.R.; thence south on the C.R.I. & P. R.R. to 51st St.; thence east on 51st St. to Cottage Grove Ave.; thence north on Cottage Grove Ave. to 43rd St.; thence east on 43rd St. and 43rd St. as extended to Lake Michigan; thence north along Lake Michigan to the intersection of Lake Michigan and 31st St. as extended to Lake Michigan. The Primary Service Area also includes all housing units owned or operated by the Chicago Housing Authority within Franchise Area 1 as described in this Exhibit.

Exhibit CSUBSCRIBER SERVICES

In addition to other services Grantee may offer, Grantee shall provide on its lowest-priced tier of service and to all subscribers: two (2) local government access channels; all channels dedicated to the CAC; all television broadcast signals required to be carried by FCC regulations; two (2) leased access channels; and three (3) local origination channels, not more than two (2) of which may be alphanumeric.

Grantee shall, in addition, offer the following broad categories of programming services which are available and meet the needs of the subscribers: children's programming, family programming, cultural programming, educational programming, consumer programming, ethnic programming, entertainment programming, music programming, sports programming, news and public affairs programming, business programming, religious programming and special interest programming.

Exhibit CSUBSCRIBER SERVICES

In addition to other services Grantee may offer, Grantee shall provide on its lowest-priced tier of service and to all subscribers: two (2) local government access channels; all channels dedicated to the CAC; all television broadcast signals required to be carried by FCC regulations; two (2) leased access channels; and three (3) local origination channels, not more than two (2) of which may be alphanumeric.

Grantee shall, in addition, offer the following broad categories of programming services which are available and meet the needs of the subscribers: children's programming, family programming, cultural programming, educational programming, consumer programming, ethnic programming, entertainment programming, music programming, sports programming, news and public affairs programming, business programming, religious programming and special interest programming.

Exhibit DUSER DISCOUNTS

Upon activation of an institutional network system, a discount for government and not-for-profit institutions shall be established subject to applicable regulatory approvals.

Exhibit E-1CONSTRUCTION SCHEDULE FORMS

- I. Construction Schedule - Quarterly
- II. Construction Schedule - Major Installations
- III. Construction by Year - Subscriber Network System
- IV. Construction by Year - Institutional Network System
- V. Monthly Construction Summary Report

Grantee: Communications and Cable of Chicago, Inc.

Franchise Area: 1

I. Construction Schedule - Quarterly

Quarter commencing _____ to _____, 198_

A. Subscriber Network System:

1. Utility Quarter Sections to be constructed:

2. Utility Quarter Sections to be activated:

B. Institutional Network System:

1. Utility Quarter Sections to be constructed:

2. Utility Quarter Sections to be activated:

Summary

Approximate Aerial Miles to be Constructed	_____
Approximate Underground Miles to be Constructed	_____
Approximate Total Miles to be Constructed	_____
Approximate Total Miles to be Activated	_____
Approximate Occupied Dwelling Units Passed	_____
Percentage (%) of Franchise Area 1 ODUs Passed	_____

Grantee: Communications and Cable of Chicago, Inc.
Franchise Area: 1

II. Construction Schedule - Major Installations

	LOCATION (address)	SCHEDULED DATE FOR COMPLETION OF CONSTRUCTION
a. Headend	_____	_____
b. Hubs	_____	_____
	_____	_____
	_____	_____
c. TVROs	_____	_____
	_____	_____
d. Satellite Uplink	_____	_____
e. Microwave Reception	_____	_____
Facilities (if applicable)	_____	_____
f. Off-air Reception	_____	_____
Antennae	_____	_____
g. Local Origination	_____	_____
Studios	_____	_____
h. Other Facilities	_____	_____
(specify primary function)	_____	_____
function	_____	_____
function	_____	_____
function	_____	_____
function	_____	_____

Grantee: Communications and Cable of Chicago, Inc.
Franchise Area: 1

III. Construction by Year - Subscriber Network System

Monthly Rate of Construction in Miles Per Month (from Proposal Section VII-B.3.):

_____ Aerial
_____ Underground
_____ Total

CATEGORY	Year 1 Construction	Year 2 Construction	Year 3 Construction	Year 4 Construction	Year 5 Construction
a. Aerial Plant Miles	_____	_____	_____	_____	_____
b. Underground Plant Miles (Conduit)	_____	_____	_____	_____	_____
c. Underground Plant Miles (Buried)	_____	_____	_____	_____	_____
d. Total Plant Miles (for year specified)	_____	_____	_____	_____	_____
e. Cumulative Plant Miles (commencement of construction to date)	_____	_____	_____	_____	_____
f. Cumulative Percentage Completed (commencement of construction to date)	_____	_____	_____	_____	_____
g. ODU's passed (for year specified)	_____	_____	_____	_____	_____
h. Percentage of ODU's Passed (for year specified)	_____	_____	_____	_____	_____
i. Cumulative Percentage of ODU's Passed (commencement of construction to date)	_____	_____	_____	_____	_____

Grantee: Communications and Cable of Chicago, Inc.
Franchise Area: 1

IV. Construction by Year - Institutional Network System

Monthly rate of Construction in Miles per Month (from Proposal Section VII-B.3.):

_____ Aerial
_____ Underground
_____ Total

CATEGORY	Year 1 Construction	Year 2 Construction	Year 3 Construction	Year 4 Construction	Year 5 Construction
a. Aerial Plant Miles	_____	_____	_____	_____	_____
b. Underground Plant Miles (Conduit)	_____	_____	_____	_____	_____
c. Underground Plant Miles (Buried)	_____	_____	_____	_____	_____
d. Total Plant Miles (for year specified)	_____	_____	_____	_____	_____
e. Cumulative Plant Miles (commencement of construction to date)	_____	_____	_____	_____	_____
f. Cumulative Percentage Completed (commencement of construction to date)	_____	_____	_____	_____	_____

2/4/85

REPORTS OF COMMITTEES

13117

Grantee: Communications and Cable of Chicago, Inc.
Franchise Area: 1

V. Monthly Construction Summary Report

For month ending _____, 198_
month/date

A. Subscriber Network System

1. Utility Quarter Sections Constructed:

2. Utility Quarter Sections Activated:

B. Institutional Network System

1. Utility Quarter Sections Constructed:

2. Utility Quarter Sections Activated:

<u>Month</u>	<u>Summary</u>	<u>Cumulative</u>
Aerial Miles Constructed _____	Miles Constructed _____	(number)
Underground Miles Constructed _____		(% of total)
Total Miles Constructed _____	Miles Activated _____	(number)
Total Miles Activated _____		(% of total)
ODUs Passed _____	ODUs Passed _____	(number)
Percentage of ODU's Passed _____		(% of total)

Exhibit E-2

CONSTRUCTION SCHEDULE AND MAP

TO BE INSERTED

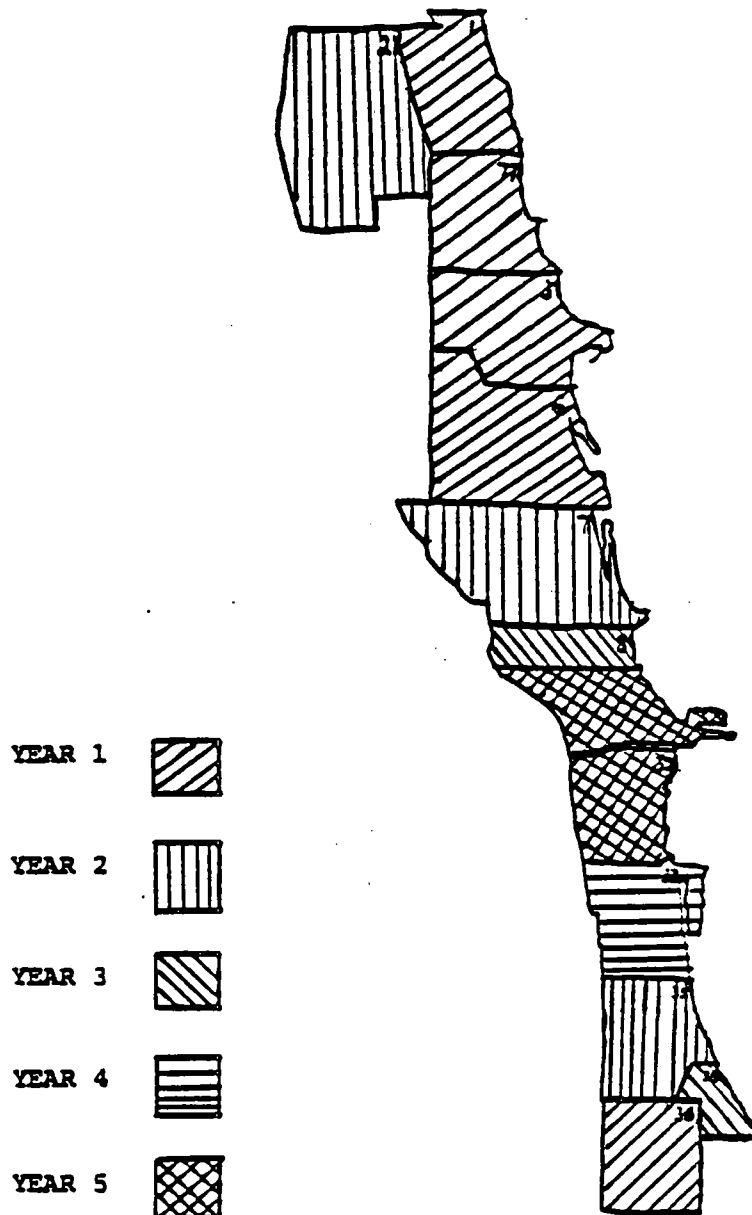
Exhibit E-3CONSTRUCTION TIMETABLEAREA 1

Exhibit F
Standard Channel Allocation

<u>Cable-Channel</u>	<u>Service</u>
2	WBBM
3	L.O. - 1
4	CAC - 1
5	WMAQ
6	GOV'T ACC. - 1
7	WLS
8	CAC - 2
9	WGN
10	LEASED ACC. - 1
11	WTTW
12	WCAE - (Grantee may use until such time as WCAE is on-air)
13	CAC - 3
14	FAA
15	FAA
16	FAA
17	CAC - 4
18	L.O. - 2/WSNS
19	CAC - 5
20	WYCC
21	CAC - 6
22	WCFC
23	GOV'T ACC. - 2
24	LEASED ACC. - 2
25	WFBN
26	WCIU
27	
28	WDAI - (Grantee may use until such time as WDAI is on-air)
29	L.O. - 3
30	WPWR/WBBS (ch. 60 shrd.)
31	
32	WFLD

Exhibit GLOCAL ORIGATION

The following local origination plan is a joint effort of all Grantees operating within the City which commits a total of \$6,000,000.00 to develop local origination programming. Exhibit G and its Attachment G1 is not only applicable to Area 1, but upon the acceptance of the Franchise Agreement for Area 1, shall replace the Exhibit Gs for the Franchise Agreements for Areas 2,3,4, and 5. Unless otherwise specifically stated herein, the Grantees for Areas 1,2,3,4, and 5 (the "grantees") shall be jointly and severably liable for the obligations stated herein.

- 1) Number of Channels - During the term of the Agreement, the grantees jointly shall provide and program one (1) full-time non-alphanumeric local origination channel. In addition, the Grantee shall provide and program two (2) alphanumeric local origination channels. The Grantee may provide additional local origination channels on its cable television system; provided, however, that in no event shall the minimum weekly hours of non-alphanumeric programming as set forth in Attachment G1 be shifted from the non-alphanumeric local origination channel to any additional local origination channel.
- 2) Staff - The grantees shall provide the level and quality of staffing necessary to develop and produce programming to fulfill their local origination requirements.
- 3) Studios and Equipment - The grantees shall provide in the year so designated and throughout the term of the Agreement the studio, facilities and equipment set forth in attachment G1

or a studio, facilities and equipment of equal or greater performance or capabilities.

- 4) Production - During Years 1 through 5, the grantees shall, at a minimum, for the number of hours per week set forth in Attachment G1, locally produce and cablecast its local origination programming (excluding access, alphanumeric or satellite delivered services) on its non-alphanumeric local origination channel. Thereafter, for the term of the Agreement, the grantees shall, at a minimum, produce and cablecast such local programming for the number of hours set forth in Attachment G1 for Year 5.

ATTACHMENT G1

JOINT LOCAL ORIGINATION PROPOSAL OF CHICAGO CABLE OPERATORS

The cable operators operating in the City of Chicago are committed to producing quality local origination programming. It is the strong belief of these cable operators that a centralized approach to the production of local origination programming is in the best interests of the City, the cable companies and cable subscribers. It is also the belief of these operators that local origination programming should supplement, but not duplicate, the other locally produced programming that is available on the operators' cable systems. Besides local origination programming, the other requirements imposed upon the operators for locally produced programming are in the areas of public, government and commercial or leased access. While public access is under the control of the Chicago Access Corporation (CAC), government access under the control of the City, and commercial or leased access under the control of third parties, local origination falls solely under the control of the cable operator and/or its contractors.

It is not the intent of the cable operators to compete with or duplicate programming produced by the CAC, the City or commercial access users. Instead the operators want to compliment these other forms of local programming with programs that are non-duplicative, able to fill the void not filled by other local programs and able to attract and retain cable subscribers. The cable operators are jointly committing \$6,000,000.00 to underwrite their local origination efforts in Chicago.

With these objectives in mind, the Chicago cable operators propose the following joint local origination proposal:

1. LOCAL ORIGINATION CHANNELS

During the term of the Agreement, the cable operators will jointly provide one full-time non-alphanumeric local origination channel.

In addition, the individual operators in Areas 1,2,3,4, and 5 will be responsible for programming two alphanumeric local origination channels for each franchise area.

2. STAFF

During the term of the Agreement, the cable operators will provide the level and quality of technical, engineering, programming and administrative staff necessary to develop and produce programming to fulfill their local origination requirements.

3. LOCAL TALENT

The combined local origination effort for Areas 1,2,3,4 and 5 will include substantial efforts by the cable operators to utilize and develop local talent for local origination purposes. In addition, the use of full-time and part-time internship programs for local residents should increase the local residents potential for employment as demand requires. Through their combined local origination efforts, the cable operators will seek to establish ongoing relationships with local high schools, colleges, and other educational institutions for an accessible pool of individuals with an interest in local origination.

4. PRODUCTION

During Years 1 through 5, the cable operators will jointly provide, at a minimum, the number of hours per week set forth below to locally produce and cablecast their local origination programming (excluding access, alphanumeric, or satellite delivered services) on the non-alphanumeric local origination channel.

Hours of Production

*Yr. 1	<u>9</u>
Yr. 2	<u>12</u>
Yr. 3	<u>15</u>
Yr. 4	<u>20</u>
Yr. 5	<u>20</u>

Thereafter, the cable operators will at a minimum, produce and cablecast 20 hours per week of local programming. The cable operators will expend the necessary amount of funds within their \$6,000,000.00 overall local origination commitment to produce the above stated hours per week of quality local origination.

5. LOCAL ORIGATION FACILITIES AND EQUIPMENT

Under this joint local origination plan, the cable operators will jointly provide a centralized local origination studio facility and mobile equipment. This central facility and accompanying equipment will be in place prior to the Year 1

* For purposes of this local origination proposal, Year 1 will commence on the first anniversary of the delivery of service to all the franchise areas or upon the second anniversary of the delivery of service to any one franchise area, whichever occurs first.

triggering date so that the operators can meet their local origination commitments on schedule. The central facility will be of sufficient square footage to house all necessary directly-related facilities such as: editing, preparation, storage, and control room areas as well as related office areas required for local origination programming production purposes. The following pages detail the types of facilities and equipment proposed for a central local origination studio, mobile equipment, post-production facility, screening facility, master control and central maintenance facilities. The estimated cost of the facilities and equipment is \$1,200,000.00 and the anticipated costs of leasehold improvements is \$300,000.00.

MAIN STUDIO

Featuring quality cameras from Hitachi, Sony 1" and 3/4" video tape machines, discrete production/post-production areas, versatile electronic graphics, professional quality audio, video and lighting support and a film chain for high quality transfer to videotape of slides, super 8mm and 16mm film.

PRODUCTION EQUIPMENT FOR LOCAL ORIGINATION STUDIO

3	FP 60's	Hitachi 3 Tube Studio Cameras with 1 inch Saticon Tubes (each including) a. HP-60 Camera head b. VM-702 7" viewfinder c. C-1205 50' camera cable d. A404 1 H vertical enhancer e. CCU-60 Camera control unit f. ROP-60 Remote panel g. C-1103 30' ROP cable
3	K10X 15RW-1	Fujinon 10:1 15-150mm F1.8 Lenses
3	C1205	50' camera cables
3	BVH 2000/02	Sony type "C" Helical videotape recorder/editors
3	BVT 2000	Sony Time Base Correctors
3	BKH 2100	NTSC plug-in boards
3	BK 800	8 line memory boards
1	BVE 800	Sony video tape editor controller
2	BK 8072	Sony interfaces
3	BKH 2015	Plug-in reader/generators
3	BK 2014	Cabinets
1	1470	Tektronix sync generator
1	Series 21	Dynair audio follow video switcher 20x20
1	1600 IL	Grass Valley special effects generator/ production switcher
3	P4/H2/RH	ITE pedestal/head and second handles
4	528	Tektronix Waveform monitors
1	1420	Tektronix vectorscope
1	465 DM44	Tektronix Oscilloscope
3	5722R513	Conrac high resolution color 52540 monitors

Production Equipment for Local Origination Studio (continued)

5	TCI209/04	RCA dual 9" black & white monitors
1	Q7	Quanta Character Generator
1	12B	Quantum audio board
1	Lot	Dynair video and audio DAS
1	4305	Zeimark film cabin (with accessories)
1	D75	Crown audio amplifier
1	Lot	RTS intercom
1	Lot	Miscellaneous audio a. microphone b. cart machine c. cassette machine d. open reel tape deck e. turntable
1	Lot	Berkey Colortran lights (50 by 60)
1	Lot	Installation Parts and labor to include: a. Project engineering b. Technical Services c. Drafting

MULTI-CAMERA VAN

Featuring versatile portable cameras with studio viewfinders, 3/4" video tape machines, and a microprocessor controlled production switching system.

CHICAGO MULTI-CAMERA VAN

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
3	Portable color cameras w/14:1 zoom lenses 300' camera cable, remote operations panels and studio viewfinders	Hitachi	SK-81
3	Camera tripods, dollies, heads	Quickset	2000, Hercules
1	Microprocessor controlled production switcher	Echo-Lab	Seg-3
2	17" color monitors	Videotek	VM17R
1	Engineering Monitor	Tektronix	650HR
1	Waveform monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	Broadcast 3/4" Recorder	Sony	BVU-800
1	Time base corrector	Digital Video	Phaser
1	Compliment of time code equipment	Sony	
1	Synchronizing generator	Tektronix	1470
1	Graphic generating system	Quanta	Q-7A
1	Audio console	ISI	1002
5	Video distribution amplifiers	Shintron	
3	Audio distribution amplifiers	Sigma	AD 105
1	Audio cartridge machine	Broadcast Electronics	

Chicago Multi-Camera Van (continued)

1	Intercom System	RTS	
1	HMI portable lighting system	HMI	
1	Audio Speaker		
6	9" black and white monitors	Panasonic	WV5352
2	12 x 1 routing switchers	Lenco	
1	System of assorted microphones	Electro-Voice	

Vehicle includes:

- Cutaway van chassis
- All heavy duty options
- Air conditioning
- Custom-built consoles
- 6.5 KW Generator
- Roof top camera platform

Including all cables, connectors and assorted items.

3 ELECTRONIC FIELD PRODUCTION SYSTEMS

Capable of providing broadcast quality field production, each system features the Broadcast Saticon Hitachi FP-40, and O'Connor tripod and head, and a full compliment of field production audio/video equipment. Each EFP system will provide production capability to match any local television station.

ELECTRONIC FIELD PRODUCTION SYSTEMS

Each of the 3 Electronic Field Production Systems contains the following equipment.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Portable color camera with broadcast saticon tubes and complete support accessories	Hitachi	FP40SS
1	Cannon 13:1 zoom lens with 2X extender	Cannon	J13X9B1E
1	Quick charger	Hitachi	QC40
1	Belt holder for CP-40 battery	Hitachi	DH40
1	Rear lens conversion kit	Cannon	SCK-13
1	Battery powered sun gun	Cine 60	SGK9127FC
1	Lighting kit	Lowell	TC-94
1	Claw ball tripod	O'Connor	Regular
1	Time code generator	Sony	
1	Fluid head, with quick release	O'Connor	50-D, QRP
1	Portable 3/4" VTR	Sony	4800
2	Batteries for VTR	Sony	BP60
2	Omnidirectional microphones	Electro-Voice	EV-635A
2	Lavalier microphones	Sony	ECM50PS
1	Portable audio mixer	Sony	MX650
1	Headset	Koss	Pro 4AA
1	Portable monitor with charger	JVC	TM41AV, AAP-41AV

Assorted cables, connectors and cases to configure system for portable indoor/outdoor use.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

A 3/4" editing system, capable of dissolving one taped source into another and recording on yet a third machine, is the main component of the A/B Roll Post-Production Facility.

This highly sophisticated post-production facility features the Convergence editing system for complete keyboard controlled editing and special effects. It also includes facilities for electronic graphics, and audio inputs from a turntable or audio cassette. This facility is fully capable of providing state-of-the-art 3/4" post-production of field and/or studio footage.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Playback	Sony	5800
2	3/4" Record/Edit VTRs	Sony	5850
1	Dual Time Base Corrector	ADDA	AC-20
1	Computerized Editing Controller with Three Interfaces, and Time Code Readers and Generators	Convergence	ECS-103C
1	Audio Cassette Machine	Technics	RSM-65
1	Audio Console	Sony	MX-650
1	Audio Equalizer	Shure	SR-170
1	Turntable	Technics	SC-1200 MKII
1	Waveform Monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	10 x 1 Switcher	3M	101
1	Microphone for Voice Over	Electro-Voice	EV-635A
2	Dual 9" Monitors	Panasonic	WV-5302
1	15" Color Monitor with A-B Pulse Cross	Videotek	VM-15PRO
1	Graphics Generator	Quanta	Q7A
1	Synchronizing Generator with Test Signals	Tektronix	1470

3/4 Inch A/B Roll Post-Production Facility (continued)

- 1 Audio Amplifier
- 1 Speaker
- 1 Editing Console
- 1 Lot Misc. Cables,
Connectors and
Rackmounts to Configure
Facility

SCREENING FACILITY

This screening facility consists of a 3/4" player equipped with search capability, a remote control, scene selection and edit preparation, a 17" color monitor/receiver, time code reader and console. It will allow producers, directors and others to screen raw footage and completed segments, as well as review completed shows. Use of this facility can greatly improve the quality of work and enhance productivity.

SCREENING FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Player	Sony	5000
1	Remote Control	Sony	RM
1	17" Monitor/Receiver	Videotek	VM17
1	Time Code Reader	ESE	

Includes all Connectors
to Configure Screening
Room.

CHICAGO MASTER CONTROL

The Master Control Facility would serve the need for playback of videotape materials. It features full computer control, graphics insertion capability for channel identification during program hours and much more.

CHICAGO MASTER CONTROL

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
4	Playback Videotape Machines	Sony	VP5000
2	Time Base Correctors	Microtime	T-120
4	B&W Monitors 9"	Panasonic	WV5352
2	Waveform Monitors	Tektronix	528A
2	Vectorscopes	Tektronix	1420
1	Routing Switcher and Computer Control System	DiTech	Pace 2000
1	10 Channel Character Generator	Video Data	Custom
2	Audio Cartridge Machines	Broadcast Electronics	2100P
6	Automatic Audio Controls	JBL	7130
2	Background Audio Generators		
3	Color Monitors/ w/Audio	Videotek	RM15R
3	Time Code Readers	ESE	Custom
3	Modulators for Feeding L.O. onto the Cable System		

Includes all cables, connectors interfaces and consoles.

CENTRAL VIDEO MAINTENANCE FACILITY

The Central Video Maintenance Facility will efficiently provide for the repair and maintenance of all video and studio equipment which we have included in our proposal. The maintenance staff will use the full compliments of stationary and portable test equipment and tools that are housed in this facility. One newly featured piece of portable testing equipment is the Tektronix 380 NTSC test monitor. This unit incorporates the functions of a waveform monitor, vectorscope and an oscilloscope, thus enabling the user to examine the entire video signal. Engineers will travel wherever necessary for routine maintenance, instruction, and troubleshooting.

In light of the sophistication of the proposed facilities, this centralized maintenance and repair system is the most effective, cost-efficient and reliable approach.

CENTRAL VIDEO MAINTENANCE FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Full Test Waveform Monitor	Tektronix	1480
1	Portable Oscilloscope with Digital Multi-Meter	Tektronix	465 DM44
1	Full Test Vectorscope	Tektronix	520
1	350 MHZ Dual Trace Oscilloscope	Tektronix	485
1	Portable Combination Waveform, Vectorscope Oscilloscope Unit	Tektronix	380
1	NTSC Signal Generator with Multiple Options	Tektronix	1410, SPG1, SPG2, TSG1, TSG2, TSG3
1	Engineering Color Monitor	Videotek	VM12PRO
3	Service Master Tool Kits	Xcelite	99SMW
1	Attache Tool Set	Comprehensive	TCI00ST
1	Digital Frequency Counter	Leader	LDC-822
2	Digital VOMS	B-K	2810

Includes all assorted tools and test equipment to equip the video maintenance shop.

Exhibit HMUNICIPAL UTILIZATIONSUBSCRIBER NETWORK SYSTEM

1. Channel Commitments - Grantee shall provide, free of charge, two (2) local government access channels on its subscriber network system for the exclusive use and control of the City and other local government agencies designated by the City. Said channels shall be administered by the City.
2. Service Outlets - Pursuant and in addition to Section 113.1-26(C) of the Enabling Ordinance, Grantee shall provide, free of charge, one service outlet for regular subscriber service to each of the institutions and such other buildings used for governmental purposes as may be designated by the City in areas which are passed by Grantee's subscriber network system.
3. Access to Grantee's Facilities - Grantee shall permit the City and other local government agencies designated by the City to use its studio, facilities and equipment for municipal access programming. Grantee shall also provide direct audio and video feed capability between the municipal access studios and facilities and its cable television system.
4. Staff - During the term of this Agreement, Grantee shall provide, at a minimum, for one (1) full-time skilled employee to staff the municipal access studios and facilities, operate such studios and facilities, and create, produce and cablecast quality municipal access programming under the direction of the City. Said employee shall work during the hours and at the sites designated by the City and be

competent, trained, and knowledgeable in all aspects of cable television production and programming.

5. Municipal Cable Access Capital Reserve - Within ninety (90) days of the effective date of the Agreement, Grantee, in cooperation with the other grantees operating within the City, shall set aside \$200,000.00 for the establishment of a \$1,000,000.00 Municipal Cable Access Capital Reserve. Such Reserve shall be established for developing and providing municipal access studios, facilities and equipment. Upon receipt of a written statement by the City detailing the studios, facilities and/or equipment to be provided and the time frames for providing such studios, facilities and/or equipment, Grantee in a timely manner shall provide in cooperation with the other grantees operating within the City such studios, facilities and/or equipment from said Reserve as requested by the City.

6. Municipal Cable Access Maintenance Fund - Commencing one (1) year after the effective date of the Agreement, Grantee shall provide \$10,000.00 to the City as requested on an annual basis for the maintenance and operation of the municipal access studios, facilities and equipment established pursuant to Section 5 of this Exhibit.

Exhibit IENHANCED/DEVELOPMENTAL SERVICES

Grantee shall provide the Enhanced/Developmental Services set forth below or such other Enhanced/Developmental Services it deems appropriate upon its determination that such services are technically and economically feasible:

1. Security services as set forth in Section XI-1 of Grantee's proposal.
2. Playcable, home banking, software access, subscriber polling, home shopping, text retrieval, electronic messaging, meter reading, Keyfax and energy management as set forth in Section XI-(1-1a) of Grantee's proposal.
3. Involvision as set forth in Exhibit XI-1a of Grantee's proposal.

Exhibit JCHICAGO ACCESS CORPORATION1. Channel Commitments

Grantee shall dedicate ten percent (10%) of the channels on its subscriber network system, free of charge, as access channels for the exclusive use and control by the Chicago Access Corporation (CAC) pursuant to Section 19.1 of the Agreement.

2. Payment of Operating Expenses

Grantee, in cooperation with other grantees operating within the City ("the grantees") shall as set forth in 19.2 of the Agreement provide the CAC the amount of \$3,250,000.00 for operating or other expenses or costs to be paid thirty (30) days after the effective date of the Agreement.* Thereafter, as set forth in Section 19.2 of the Agreement, the grantees shall provide the CAC the amount of \$3,000,000.00 for operating or other expenses or costs to be paid in yearly installments of \$1,000,000.00 commencing two (2) years and thirty (30) days after the effective date of the Agreement.

3. Percentage of Annual Gross Revenues

In addition to the payments set forth above, the grantees, as set forth in Section 19.2 of the Agreement, shall on a quarterly basis, commencing the sixth year after the effective date of the Agreement and for the term of the Agreement pay to the CAC one percent (1%) of the city-wide annual gross revenues received, up to an annual maximum of

* Solely for purposes of calculating the time periods for payments required by this Exhibit J, the "effective date of the Agreement" shall mean the effective date of the Agreement for Franchise Area 1.

\$1,000,000.00. The grantees shall commence such payments within thirty (30) days after the end of the first fiscal quarter following the fifth anniversary of the effective date of the Agreement by filing a financial statement clearly showing city-wide gross revenues received up to the end of said fiscal quarter and simultaneously tendering such quarterly percentage payment to the CAC. Thereafter, the grantees shall file within thirty (30) days after each subsequent fiscal quarter, a financial statement clearly showing the city-wide gross revenues received during the preceding quarter and shall simultaneously tender payment of the quarterly percentage payment as calculated; provided, however, that the grantees shall adjust the fourth fiscal quarter percentage payment to reflect the proper balance due for the fiscal year; provided, further, that in the event the grantees conduct an audit, the grantees may adjust payments due the CAC as a result of said audit for the prior fiscal year within one hundred twenty (120) days after the conclusion of said fiscal year without penalty or interest on such adjustment. Commencing the twelfth year after the effective date of the Agreement and for the term of the Agreement, the grantees shall provide additional payments to the CAC as follows: the grantees shall pay to the CAC one-half percent ($\frac{1}{2}\%$) of that amount of city-wide annual revenues which exceeds \$150,000,000.00 but is not greater than \$199,999,999.00 and the grantees shall pay to the CAC one-quarter percent ($\frac{1}{4}\%$) of that amount of city-wide annual revenues which exceeds \$200,000,000.00 but is not greater than \$250,000,000.00.

4. First Instance Capital Funding

The grantees shall provide the CAC the amount of \$250,000.00 to be paid one hundred eighty (180) days after the effective date of the Agreement. In addition, the grantees shall provide the CAC with one (1) mobile van which has a value of \$500,000.00. Such van shall be provided one hundred eighty (180) days after the effective date of the Agreement and such van shall become the responsibility of the CAC.

In addition, the grantees shall provide the CAC the amount of \$200,000.00 to be paid one (1) year and thirty (30) days after the effective date of the Agreement and \$200,000.00 to be paid two (2) years and thirty (30) days after the effective date of the Agreement.

Thereafter, commencing four (4) years and thirty (30) days after the effective date of the Agreement, the grantees shall provide the CAC with a fund for maintenance, upgrading and replacement of facilities and equipment. Such fund shall be established in an amount of \$250,000.00 during the fifth year and maintained at a maximum level of \$100,000.00 for each year thereafter for the term of the Agreement. Such funds shall be established for the CAC pursuant to the purposes and powers set forth in this Agreement and in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

The facilities and equipment fund may be drawn down from such funds by the CAC for the purposes set forth herein on an annual basis up to the maximum annual funding levels established in this Section. Unused funds shall not accumulate or roll over from year to subsequent year within the term of this Agreement as said facilities and equipment funds

have been established to meet the projected needs of the CAC on an annual basis. Disagreements or disputes regarding disbursements from the facilities and equipment fund shall be referred to the Commission for resolution.

5. Other Assistance

Grantee shall cooperate with the CAC's liaison to Grantee to facilitate the mutual obligations of the Grantee and the CAC provided for under this Agreement and/or the written policies and procedures to be adopted by the parties pursuant hereto.

Grantee shall include appropriate designation of CAC's channels on channel cards provided to subscribers. Further, Grantee shall provide a listing of said channels and programming on Grantee's televised alphanumeric program guide if such a guide is utilized by Grantee and such a listing is economically feasible.

Exhibit K

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

The City and Grantee recognize that in order to ensure the participation of minorities¹ and women in Grantee's work force that Grantee must take affirmative action to maximize equal employment opportunities for minorities and women. To this end, Grantee, pursuant to Section 24.2 of the Agreement, shall develop and file an Equal Employment Opportunity/Affirmative Action Plan with the Commission for approval within ninety (90) days after the effective date of the Agreement. For purposes of this Exhibit and Section 24.1 of the Agreement, all general population and labor force statistics shall be derived from the latest U.S. Census Data.

- 1) For purposes of this Exhibit, Exhibit L, Section 113.1-53 of the Enabling Ordinance and Section 24 of the Agreement, the term "minorities" shall be defined to mean persons who are citizens or lawful permanent residents of the United States and who are:
- a) Black (a person having origins in any of the black racial groups of Africa);
 - b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

I. EEO/AA Plan

Grantee's EEO/AA Plan shall contain:

A. A workforce profile that indicates the number of individual positions by job title in each of the following job categories:

1. Officials and Managers/Technical/Professional;
2. Sales;
3. Office and Clerical;
4. Craftsmen;
5. Operatives;
6. Laborers; and
7. Service workers.

This workforce profile shall also indicate the levels by grade or pay scale of the various positions within each job category.

B. Specific, numerical, affirmative action goals. Such goals shall be set by;

1. Multiplying established percentages for each group in the appropriate job category

X

2. The number of positions (whether filled or vacant) indicated in each job category; and
3. Subtracting the members of each group presently included in Grantee's workforce in each job category.

C. A description of Grantee's EEO/AA policy that demonstrates Grantee's commitment to maximizing the employment opportunities of minorities and women in its workforce. This policy shall be disseminated both internally and externally and appropriately reflected in Grantee's:

- 1) Employee and supervisory manuals;
- 2) Training and employment materials;
- 3) Employment notices which set forth the rights of an employee if he/she believes that he/she has been discriminated against;
- 4) Job application forms in bold type; and
- 5) Contracts with its contractors and subcontractors.

Also indicative of Grantee's efforts to disseminate its policy shall be the featuring of minorities and women in advertisements, posters or other public relations materials.

D. A description of personnel practices and procedures that will be used by Grantee to: 1) eliminate artificial barriers or other impediments to full utilization of minorities and females and 2) ensure that Grantee's policies, procedures or practices are both neutral and nondiscriminatory on their face and administered in a fair manner. This description shall provide an analysis of personnel practices and procedures and include, but not be limited to, a general description of the following:

- 1) Grantee's selection process, including, but not limited to, job descriptions, job titles, employee requirements, application forms, interview procedures, administration of tests and referral procedures;
- 2) Grantee's transfer, evaluation, and promotion practices;
- 3) Salaries, fringe benefits and other forms of compensation;
- 4) Accessibility of Grantee's facilities or equipment to handicapped persons; and
- 5) Seniority practices

E. The designation of a senior company official who shall have full responsibility for the development, implementation and monitoring of Grantee's EEO/AA policy and program. This official shall be given adequate personnel and financial resources to conduct Grantee's EEO/AA program. The title of this official shall appear in all materials relating to Grantee's EEO/AA program.

F. A description of the procedures to be used by Grantee to inform all of its personnel that successful implementation of and compliance with Grantee's EEO/AA policies and programs will be an essential element in performance evaluation and promotion.

G. A description of a systematic, affirmative action recruitment program to be used by Grantee to attract minority and female applicants to Grantee's workforce. Such description shall also identify applicant sources in Chicago's labor force. Grantee may rely on personnel resource organizations to obtain data on current and potential applicant sources. Minority and women's organizations and colleges with a significant proportion of minority and female students may also provide such recruitment information. Techniques to recruit potential applicants may include:

- Placing job announcements/advertisements in newspapers;
- On-site visits at minority and women's colleges;
- Contacting and sending job announcements to minority and women's professional organizations and civil rights, legal and community organizations;
- Attendance at special career programs at local high schools and colleges or participating in conventions or meetings sponsored by civil rights or public interest organizations; and

- Announcing employment opportunities on radio and TV on both minority and non-minority stations.

H. A description of Grantee's apprenticeship training and educational programs (including those programs set forth in Section XIV of Grantee's proposal) that will be established and implemented by Grantee to satisfy the employment requirements set forth herein and in Section 24 of the Agreement.

I. A description of Grantee's internal audit and monitoring system that must be integrated with Grantee's normal personnel, budgetary and management systems and used to conduct an analysis of each aspect of Grantee's EEO/AA program and to measure the effectiveness of this program. This description shall include, but not be limited to:

- 1) A procedure for monitoring vacancies created by new hiring, expansion, promotion, attrition or termination to assess opportunities for meeting its EEO/AA goals.
- 2) A procedure for assessing the usefulness of various recruitment sources and techniques.

II. Underutilization Analysis

Subsequent to submission of its EEO/AA Plan, Grantee shall be required to conduct, on an annual basis, a statistical analysis pursuant to guidelines established by the Commission to determine whether minorities or women are underutilized in Grantee's workforce in any job category. Generally, this analysis shall consist of a comparison of the projected annual, numerical affirmative action goals of Grantee and the actual representation of minorities and females in Grantee's workforce.

Exhibit L

MBE AND WBE PLANS

The City of Chicago recognizes that (i) minority and women-owned businesses have historically been underutilized in the cable television industry; (ii) the minority and female populations comprise substantially more than half of the general population of the City; (iii) there are a significant number of qualified minority and women-owned businesses located within the City and (iv) by providing opportunities to such minority and women-owned businesses, Grantee shall assist in increasing the participation of minority and women-owned businesses in the cable television industry. To this end, Grantee, pursuant to Section 25.4 of the Agreement, shall develop separate MBE¹ and WBE² Plans and shall file such Plans with the Commission for approval within ninety (90) days after the effective date of the Agreement.

1) For purposes of this Exhibit, Section 113.1-53(E) of the Enabling Ordinance and Section 25 of the Agreement, MBE ("Minority Business Enterprise") means a business (a) which is at least fifty-one percent (51%) owned by one or more minorities or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more minorities; and (b) whose minority owners possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as major decisions regarding management, policy, and operations of the business.

2) For purposes of this Exhibit and Section 25 of the Agreement, WBE ("Women's Business Enterprise") means a business (a) which is at least fifty-one percent (51%) owned by one or more females or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more females; and (b) whose female owners possess the power to direct or cause the direction of the management and policies of the business and to make day-to-day as well as major decisions regarding management, policy and operations of the business.

I. MBE/WBE Plans

Both the MBE and WBE Plans of Grantee shall contain:

A. A description of Grantee's internal MBE/WBE policy that demonstrates Grantee's commitment to maximizing the participation of minority and women-owned businesses located in the City in the construction, installation, maintenance and operation of its cable television system. This policy shall be disseminated both internally and externally and be reflected in all of Grantee's contracts.

Indicative of Grantee's efforts to disseminate this policy shall be:

- 1) Timely notice of Grantee's intent to award contracts to the minority and female business communities, MBE/WBE assistance agencies and other MBE/WBE-related organizations;
- 2) Advertising in publications having significant circulation among minorities and/or females;
- 3) Sponsoring conferences to advertise Grantee's MBE/WBE policies and to explain the procedures for MBE/WBE participation;
- 4) Maintaining systematic contacts with the minority and female business communities, MBE/WBE assistance agencies, MBE/WBE contractor associations and other minority and female organizations to encourage referrals of qualified MBEs/WBEs;
- 5) Communicating Grantee's MBE/WBE policies to all existing contractors and subcontractors

and requesting MBE/WBE referrals for future consideration.

B. The designation of a senior company official who shall have full responsibility for the development, implementation and monitoring of Grantee's MBE/WBE programs. This official shall be given adequate personnel and financial resources to conduct such programs. The title of this official shall appear in all of Grantee's materials relating to MBEs/WBEs.

C. A description of specific programs (including those programs set forth in Section XIV of Grantee's proposal) that will be established and implemented by Grantee to meet its required MBE and WBE goals and to ensure the participation of MBEs/WBEs in the construction, installation, maintenance and operation of its cable television system.

D. A description of specialized programs that Grantee may, at its option, establish and implement to meet its required MBE and WBE goals and to ensure the participation of MBEs/WBEs in the construction, installation, maintenance and operation of Grantee's cable television system such as:

- 1) Set-asides for MBEs/WBEs;
- 2) Joint venture arrangements between MBEs/WBEs and other firms;
- 3) Sole source contracts with capable, qualified MBEs/ WBEs;
- 4) Division of contracts to facilitate greater MBE/WBE participation;
- 5) Accelerated or pro-rated payment plans and pro-rated delivery schedules in order to

minimize the cash flow problems of MBEs/WBEs;

- 6) Purchasing supplies and/or leasing the required equipment for a job and then subcontracting with MBEs/WBEs only for the expertise required to perform the job; and
- 7) Revolving loan funds.

Also indicative of Grantee's efforts to meet its MBE/WBE goals shall be: a) the deposit of funds in minority or women-owned banks; b) bonding, management and technical assistance; c) the dissemination of informational materials; d) the sponsoring of seminars and workshops; and e) advising MBEs/WBEs on organizational and contractual requirements, bid specifications, contracting schedules and procurement procedures.

E. A description of the categories and dollar values of all contracts to be awarded by Grantee.

F. A description of the categories and dollar values of all contracts that should be excluded from the total dollar value of contracts to be awarded by Grantee because participation of MBEs/WBEs would not be practically possible such as factory direct purchases, purchases of satellite-delivered services and purchases of materials or equipment from a sole source of supply. These exclusions must be justified by Grantee in this description and are subject to Commission approval.

G. A description of Grantee's internal audit and monitoring system that must be integrated with Grantee's normal personnel, budgetary and management systems and used for purposes of measuring the effectiveness of Grantee's MBE/WBE programs. Said description shall:

- 1) Set forth specifically the steps Grantee will take to identify and award contracts to MBEs/WBEs;
- 2) Detail the methods Grantee will use for monitoring its MBE/WBE programs;
- 3) Be consistent with the MBE/WBE³ counting methods set forth below:
 - a) The total dollar value of the contract awarded to the MBE/WBE is counted toward the applicable MBE/WBE goals.
 - b) The total dollar value of a contract with an MBE/WBE owned and controlled by both minority males and non-minority females is counted towards MBE or WBE goals respectively, in proportion to the percentage of ownership and control of each group in the business.
 - c) The total dollar value of a contract with an MBE-owned and controlled by minority women is counted towards either the applicable MBE goal or

3) MBEs/WBEs must be certified in accordance with standards established by the City.

the WBE goal, but not toward both.

Grantee may choose the goal to which the contract value is applied.

- d) The portion of the total dollar value of a contract with an eligible joint venture that is equal to the percentage of ownership and control of the MBE/WBE partner in the joint venture may be counted towards the applicable MBE/WBE goals.
- e) Only expenditures to MBEs/WBEs that perform a "commercially useful function" in the performance of a contract may be counted towards the applicable MBE/WBE goals. An MBE/WBE is considered to perform a "commercially useful function" if it is responsible for the execution of a distinct element in the performance of a contract and carries out its responsibilities by actively performing, managing and supervising the job.
- f) The portion of the total dollar value of a sub-contract performed by an MBE/WBE is counted towards the applicable MBE/WBE goals.

g) Materials and supplies obtained from MBE/WBE suppliers and manufacturers may be counted towards the applicable MBE/WBE goals, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of materials or supplies. In cases where the MBE/WBE exercises the exclusive role of a distributor, broker or agent for the obtaining of materials or supplies, then only the commission, markup or fee earned by the MBE/WBE may be counted towards the applicable MBE/WBE goals.

2/4/85

REPORTS OF COMMITTEES

13163

Exhibit M

PLAN OF INTERCONNECTION

TO BE INSERTED

AMENDING AGREEMENT

This Amending Agreement made and executed this _____ day of 1985, by and between the City of Chicago (the "City") and Group W Cable Associates of North Central Chicago (the "Grantee"):

WITNESSETH

WHEREAS, after conducting public hearings affording the public a reasonable opportunity to comment thereon, the City Council on February 15, 1984 in a Granting Ordinance dated February 15, 1984 approved and adopted the franchise agreements for Franchise Areas 2, 3, 4 and 5 and granted non-exclusive franchises to construct, install, maintain and operate cable communications systems in said Franchise Areas to Group W Cable Associates of North Central Chicago, Group W Cable Associates of North West Chicago, Chicago Cable Communications and Stellar Continental Cable, Inc., respectively; and

WHEREAS, Section 3 of the Granting Ordinance provides:

"That in approving and adopting said franchise agreements the City Council agrees that in the event a subsequent franchise is awarded on terms or conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' or applicants' respective franchise proposals, then the grantees in Franchise Areas 2, 3, 4 and 5 shall be entitled to any such similar terms and conditions by appropriate amendment of their respective franchise agreements"; and

WHEREAS, The City Council has awarded a subsequent franchise to Communications and Cable of Chicago, Inc., the grantee in Franchise Area 1, on terms and conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' respective franchise proposals; and

WHEREAS, pursuant to Section 3 of the Granting Ordinance, the grantees in Franchise Areas 2, 3, 4 and 5 are entitled to such favorable terms and conditions by appropriate amendment to their respective franchise agreements.

NOW, THEREFORE, in consideration of the above, the parties hereby agree as follows:

SECTION 1: Sections 1(E), 4.4, 6.1, 7.1, 7.5, 7.6, 8.1, 8.2, 8.11, 11.2, 15.2, 16.1, 17, 18, 19.1, 19.2, 19.3, 19.5, 19.6, 19.7, 21.1, 21.2, 22.1, 22.2, 23, 26.6, 26.10, and 29.5(d) and Exhibits C, D, F, G, H, I and J of the Franchise Agreement between the City and the Grantee dated March 16, 1984 (the "Agreement") shall be amended by substituting the following therefor:

1 Definitions

E. "Major Outage" means that simultaneous loss of service (i.e., total loss of signals on any cable of Grantee's subscriber network system) occurs to five hundred (500) or more subscribers.

4.4 Other Forms of Compensation

This section is not applicable to Franchise Area 2.

6.1 Amount

Pursuant to the terms and conditions set forth in Section 113.1-19 of the Enabling Ordinance, the amount of the letter of credit shall be five hundred thousand dollars (\$500,000.00); provided, however, that the amount of the letter of credit shall be three hundred seventy five thousand dollars (\$375,000.00) per franchise area if the Grantee or its affiliates participates in two of the City's franchise areas; provided, further, that the amount of the letter of credit shall be three hundred fifty thousand dollars (\$350,000.00) per franchise area if the Grantee or its affiliates participates in three of the City's franchise areas.

7.1 Subscriber Services and Fees

Grantee shall provide to subscribers the broad categories of programming services set forth in Exhibit C attached hereto and made a part hereof. Grantee shall have the authority and right to change the monthly subscriber fees for all such services upon thirty (30) days prior written notice to the Commission and the subscribers affected thereby. Such authority and right of Grantee to change said monthly subscriber fees shall exist until such time as the City exercises its right to establish procedures for the review of subscriber rates pursuant to Section 113.1-21(E) of the Enabling Ordinance.

7.5 No Interference With Service

If the Commission fails, if required, to approve a request by Grantee to increase the fees charged for its services or to decrease the services or channels offered or if the Council, pursuant to Section 113.1-21 fails, if required, to approve Grantee's petition for a change in its fee schedule, Grantee shall not deny, delay, interrupt or terminate any of its services because such requests or petitions were denied.

7.6 Extra-Long Drops

If the installation of a service outlet requires an aerial drop in excess of one hundred fifty (150) feet or an underground drop in excess of seventy-five (75) feet, Grantee may charge the subscriber an amount that is equal to the costs of time and materials in accordance with industry standards for that portion of the drop in excess of one hundred fifty (150) feet or seventy-five (75) feet, respectively. Grantee shall provide the subscriber a written estimate of the costs of installing an extra-long drop and obtain such subscriber's written consent prior to any installation of such drop; provided, however, that Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.

8.1 Subscriber Network System

Grantee shall construct a subscriber network system utilizing one trunk and one feeder cable, providing a minimum upper limit bandwidth of 550 MHz with return transmission paths, which shall be capable of transmitting eighty-two (82) channels downstream and four (4) channels upstream in accordance with the design set forth in Section VI of Grantee's proposal notwithstanding the upper limit bandwidth or number of cables referred to therein. Such system shall be designed and constructed as a 550 MHz system with 550 MHz high capacity passives to provide a minimum of

eighty-two (82) channels downstream and four (4) channels upstream and initially be activated at a minimum upper limit bandwidth of 450 MHz providing a minimum of sixty (60) channels downstream, activated upon initiation of service to subscribers. Grantee shall expand the initial channel capacity of such system as soon as 550 MHz technology has been reasonably perfected to ensure high performance and quality throughout the distribution network system and as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed. Grantee may also utilize an alternative technology or a combination of alternative technologies to provide cable service to subscribers; provided, however, that said alternative technology or combination thereof provides a minimum of fifty-four (54) non-broadcast channels downstream, activated upon initiation of service to subscribers. When it is technically and economically feasible, Grantee shall expand the initial capacity of those portions of its cable television system utilizing an alternative technology or combination thereof as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed.

8.2 Institutional Network System

Grantee shall provide capacity on the subscriber network system for an institutional network system. If Grantee determines the need for additional channel capacity or the activation of upstream channel capacity for its institutional network system, Grantee shall provide such additional capacity or activate any or all of such capacity either on the subscriber network system or on a separate institutional network system upon its determination that such capacity is technically and economically feasible.

8.11 Status/Performance Monitoring Equipment

Where the bi-directional trunk of Grantee's cable television system has been activated, Grantee shall locate automatic status/performance monitoring equipment at not fewer than one-third (1/3) of all trunk amplifier stations on its subscriber network system, including super trunk amplifier stations used to interconnect Grantee's hubs and headends. The status/performance monitoring system shall provide a record indicating the date, time and nature of the defect or fault and, at a minimum, be capable of indicating the total loss of one or more control carriers. Furthermore, Grantee shall provide monitoring equipment sufficient to ensure the reliable performance of its institutional network system.

11.2 Construction Schedule and Map

Pursuant to Section 113.1-31(D) of the Enabling Ordinance, Grantee shall, within three (3) months of the date

of its acceptance of this Agreement, furnish the Commission a complete construction schedule and map. Such schedule and map shall be consistent with Grantee's construction timetable referred to herein which upon approval by the Commission shall be attached hereto as Exhibit E-2 and made a part hereof. More specifically, such construction schedule shall be set forth by utility quarter section and indicate the approximate amount of plant mileage within Franchise Area 2 to be constructed and activated on the subscriber network system on a quarterly basis and the scheduled dates for completion of construction of all major facilities. Grantee's construction schedule shall be submitted by Grantee to the Commission on forms set forth in Exhibit E-1. Grantee's construction map shall, at a minimum, set forth the location of all major facilities, trunk and supertrunk lines for Grantee's subscriber system. Furthermore, Grantee's construction schedule and map shall be updated whenever substantial changes become necessary. A substantial change in the construction schedule shall be deemed to occur whenever an adjustment is necessary that would result in a delay in Grantee's quarterly schedule as set forth therein. In no event shall a change in the construction schedule that would result in a delay inconsistent with Grantee's construction timetable referred to in Section 11.1 hereof be permitted except upon prior approval of the Commission. In addition, upon commencement of construction of its cable television system, Grantee shall, for informational purposes on the forms set forth in Exhibit E-1 attached hereto and made a part hereof, notify the Commission in writing on a monthly basis of those areas where strand or cable has been installed or where service is being provided.

15.2 Capacity and Timetable

Interconnection of all cable television systems within the City shall, at a minimum, provide adequate capacity for one (1) channel including two (2) subcarriers to be delivered from each of grantees' franchise areas to a central interconnection facility and four (4) channels including two (2) subcarriers to be delivered to each of grantees' franchise areas from a central interconnection facility. Said interconnection shall be operational within one (1) year of service being delivered by any grantee to its first subscriber. Additional channel capacity shall be incrementally activated on an as-needed basis up to two (2) channels to be delivered from each franchise area to a central interconnection facility and eight (8) channels to be delivered to each franchise area from a central interconnection facility; provided, however, that the grantees as part of the interconnection plan referred to in Section 15.3 of this Agreement may submit an alternative design that equals or exceeds the performance and capabilities of the design referred to herein.

16.1 Standard Allocation

Grantee shall at all times provide the same channel allocations for the following channels as provided for by all grantees operating cable television systems within the City:

- A) Three (3) local origination channels, not more than two (2) of which may be alpha-numeric;
- B) All channels under the control of the Chicago Access Corporation;
- C) At least two (2) leased access channels;
- D) At least two (2) local government access channels; and
- E) All television broadcast signals required to be carried by FCC regulations.

Grantee, in agreement with all other grantees operating cable television systems within the City, has established a standard channel allocation as set forth in Exhibit F attached hereto and made a part hereof. This allocation shall be binding on all such grantees.

17 Universal Subscriber Service

This section is not applicable to Franchise Area 2.

18 Local Origination

During the term of this Agreement, Grantee, in cooperation with the other grantees operating within the City, shall provide for local origination as set forth in Exhibit G and Attachment G1 attached hereto and made a part hereof.

19.1 Channel Commitments

Pursuant to Section 113.1-36(A) of the Enabling Ordinance, Grantee shall dedicate ten percent (10%) of its usable channels from their inception as access channels on its subscriber network system as set forth in Exhibit J attached hereto and made a part hereof. All such channels shall be provided to the CAC free of charge and be under the exclusive use and control of the CAC; provided, however, that such channels are utilized by the CAC for non-commercial programming and purposes and without any charges by the CAC to any subscriber or advertiser. Under no circumstances shall Grantee have the authority or right to exercise any control over the use or operation of such channels except as provided in Section 113.1-36(B) of the

Enabling Ordinance. Neither Grantee nor the CAC shall be liable for the quality or content of programming produced or transmitted by the other.

19.2 Payments and Contributions

Pursuant to Section 113.1-37 of the Enabling Ordinance, Grantee shall, in cooperation with other grantees operating within the City, pay directly to the CAC such capital and operating payments as set forth in Exhibit J attached hereto and made a part hereof at the times set forth therein. The grantees for Areas 1,2,3,4, and 5, respectively, shall be obligated for a 20% pro-rata share of all capital payments to the CAC as set forth in Section 4 of Exhibit J attached hereto and made a part hereof. The grantees for Areas 2,3,4, and 5, respectively, shall be obligated for a 25% pro-rata share for all non-capital payments to the CAC as set forth in Sections 2 and 3 of Exhibit J attached hereto and made a part hereof, recognizing that the Grantee in Area 1 shall not be obligated to make non-capital payments to the CAC. Such payments referred to herein shall be under the exclusive use and control of the CAC pursuant to the purposes and powers set forth in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

19.3 Equipment

In addition to the facilities and equipment commitments set forth in Exhibit J attached hereto and made a part hereof, Grantee shall provide, free of charge, modulators and other necessary equipment to permit full and practical utilization from the Grantee's headend downstream, by conventional technical means, of each CAC channel as from time to time requested by the CAC but in no event earlier than system activation. Furthermore, Grantee shall insure that its cable television system is constructed and operated to enable the CAC, at its own costs, to cablecast live programming from remote locations with no charge to the CAC for access to Grantee's existing facilities suitable for such purposes at Grantee's headend.

19.5 Recomputation

Commencing after the fifth year, the City, upon written request of the CAC, which request shall be no earlier than one hundred (120) days following conclusion of Grantee's fiscal year, shall exercise its right to inspect Grantee's books and records and to audit and recompute the amount determined to be payable to the CAC as a percentage of Grantee's annual gross revenues pursuant to Section 113.1-17(C) of the Enabling Ordinance provided that the City be reimbursed by the CAC for any costs incurred in

exercising such a right in the event Grantee is not liable for said costs. If, after exercising such a right, the City determines that an additional amount is due the CAC, Grantee shall pay the CAC such additional amount within thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance.

19.6 Interest

If any of the payments referred to in Section 19.2 hereof are not made on or before the due dates set forth in Exhibit J attached hereto and made a part hereof, Grantee shall pay to the CAC from such due date on the amount due and owing until such amount is paid in full the prime rate of interest effective as of the due date publicly announced by the First National Bank of Chicago. If an additional amount is due the CAC as a result of the audit referred to in Section 19.5 hereof and such amount is not paid within said thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance, Grantee shall pay to the CAC on the amount due and owing until such amount is paid in full the prime rate of interest effective as of such date publicly announced by the First National Bank of Chicago.

19.7 CAC/Grantee Policies and Procedures

In order to facilitate smooth operations and working arrangements between the CAC and Grantee and to resolve all practical difficulties in the implementation of Grantee's commitments to the CAC, within one hundred and twenty (120) days after the effective date of this Agreement or such later date as agreed upon by Grantee and the CAC, Grantee and the CAC shall develop written policies and procedures which shall be filed with the Commission. Said policies and procedures shall detail the mutual obligations of Grantee and the CAC in a manner not inconsistent with this Agreement and shall include an acknowledgement by the CAC and Grantee that, with respect to any mutual obligations provided for under this Agreement and the written policies and procedures to be adopted by the parties pursuant hereto, each shall act in a reasonable, expeditious and timely manner.

21.1 Description

During the term of this Agreement, Grantee shall provide for municipal utilization on its subscriber network system as set forth in Section X of Grantee's proposal and Exhibit H attached hereto and made a part hereof. The channels dedicated to the use and control of the City and other local government agencies designated by the City as set forth in Exhibit H attached hereto and made a part hereof shall be utilized for non-commercial programming and purposes and without any charges by the City to any subscriber. Grantee shall have no authority or control over any programming

cablecast on such dedicated channels. All programming cablecast on such dedicated channels shall not be considered origination cablecasting for purposes of Grantee's compliance with Section 76 Subpart G of the FCC rules and regulations unless otherwise determined by the FCC with respect to Grantee. Grantee shall have no responsibility under Section 113.1-26(D) of the Enabling Ordinance for programming cablecast on any such dedicated channel. Furthermore, nothing in this Section shall be construed to imply that Grantee is a common carrier.

21.2 Additional Channel Capacity

Upon demonstration by the City of full utilization of the channel capacity dedicated to the City, Grantee shall exercise its best efforts to provide additional channel capacity to the City on its cable television system to meet the reasonable needs of the City unless to do so would place an unreasonable economic burden on Grantee.

22.1 Description

Grantee shall provide Enhanced/Developmental Services as set forth in Exhibit I upon its determination that such services are technically and economically feasible.

22.2 Fees

Pursuant to Section 113.1-22(E) of Enabling Ordinance, Grantee shall submit the fees to be charged for its Enhanced/Developmental Services to the Commission not less than thirty (30) days prior to any marketing of such services.

23 Institutional Network System

Grantee may operate and maintain a bi-directional institutional network system in accordance with Section 8.2 hereof. Furthermore, Grantee may activate any part or all of its institutional network system upon its determination that such activation is technically and economically feasible.

26.6 Grantee Solicitation

At the time Grantee solicits the residents of an area for subscription of services, Grantee shall provide such residents a simple, but thorough written explanation of all services offered, the price of such services, the parental lock-out device, installation procedures and privacy rights of the subscriber as set forth in Section 113.1-32 of the Enabling Ordinance and Section 28 of this Agreement.

26.10 Program Guides

In the event Grantee or its agent provides to Grantee's subscribers written program guides, such guides shall list, at a minimum, all non-must carry channels carried on Grantee's cable television system and shall, to the extent reasonable as determined by Grantee, list all programs carried on such channels.

29.5 Liquidated Damages

Grantee agrees the following will result in damages to the City that will be impracticable or difficult to ascertain and therefore, agrees to pay to the City the following amounts which shall not be considered in the nature of penalties:

- d) Except as approved by the Commission or the Council, if required, a material failure to provide the services set forth or referred to in Section 7 of this Agreement in accordance with the requirements set forth therein, \$250.00 a day for each day or part thereof that such failure continues.

Exhibit CSUBSCRIBER SERVICES

In addition to other services Grantee may offer, Grantee shall provide on its lowest-priced tier of service and to all subscribers: two (2) local government access channels; all channels dedicated to the CAC; all television broadcast signals required to be carried by FCC regulations; two (2) leased access channels; and three (3) local origination channels, not more than two (2) of which may be alphanumeric.

Grantee shall, in addition, offer the following broad categories of programming services which are available and meet the needs of the subscribers: children's programming, family programming, cultural programming, educational programming, consumer programming, ethnic programming, entertainment programming, music programming, sports programming, news and public affairs programming, business programming, religious programming and special interest programming.

Exhibit DUSER DISCOUNTS

Upon activation of an institutional network system, a discount for government and not-for-profit institutions shall be established subject to applicable regulatory approvals.

Exhibit F
Standard Channel Allocation

<u>Cable-Channel</u>	<u>Service</u>
2	WBBM
3	L.O. - 1
4	CAC - 1
5	WMAQ
6	GOV'T ACC. - 1
7	WLS
8	CAC - 2
9	WGN
10	LEASED ACC. - 1
11	WTTW
12	WCAE - (Grantee may use until such time as WCAE is on-air)
13	CAC - 3
14	FAA
15	FAA
16	FAA
17	CAC - 4
18	L.O. - 2/WSNS
19	CAC - 5
20	WYCC
21	CAC - 6
22	WCFC
23	GOV'T ACC. - 2
24	LEASED ACC. - 2
25	WFBM
26	WCIU
27	
28	WDAI - (Grantee may use until such time as WDAI is on-air)
29	L.O. - 3
30	WPWR/WBBS (ch. 60 shrd.)
31	
32	WFLD

Exhibit GLOCAL ORIGINATION

The following local origination plan is a joint effort of all Grantees operating within the City which commits a total of \$6,000,000.00 to develop local origination programming. Exhibit G and its Attachment G1 is not only applicable to Area 1, but upon the acceptance of the Franchise Agreement for Area 1, shall replace the Exhibit Gs for the Franchise Agreements for Areas 2,3,4, and 5. Unless otherwise specifically stated herein, the Grantees for Areas 1,2,3,4, and 5 (the "grantees") shall be jointly and severably liable for the obligations stated herein.

- 1) Number of Channels - During the term of the Agreement, the grantees jointly shall provide and program one (1) full-time non-alphanumeric local origination channel. In addition, the Grantee shall provide and program two (2) alphanumeric local origination channels. The Grantee may provide additional local origination channels on its cable television system; provided, however, that in no event shall the minimum weekly hours of non-alphanumeric programming as set forth in Attachment G1 be shifted from the non-alphanumeric local origination channel to any additional local origination channel.
- 2) Staff - The grantees shall provide the level and quality of staffing necessary to develop and produce programming to fulfill their local origination requirements.
- 3) Studios and Equipment - The grantees shall provide in the year so designated and throughout the term of the Agreement the studio, facilities and equipment set forth in attachment G1 or a studio, facilities and equipment of equal or greater performance or capabilities.
- 4) Production - During Years 1 through 5, the grantees shall, at a minimum, for the number of hours per week set forth in Attachment G1, locally produce and cablecast its local origination programming (excluding access, alphanumeric or satellite delivered services) on its non-alphanumeric local origination channel. Thereafter, for the term of the Agreement, the grantees shall, at a minimum, produce and cablecast such local programming for the number of hours set forth in Attachment G1 for Year 5.

ATTACHMENT G1
JOINT LOCAL ORIGINATION PROPOSAL OF CHICAGO CABLE OPERATORS

The cable operators operating in the City of Chicago are committed to producing quality local origination programming. It is the strong belief of these cable operators that a centralized approach to the production of local origination programming is in the best interests of the City, the cable companies and cable subscribers. It is also the belief of these operators that local origination programming should supplement, but not duplicate, the other locally produced programming that is available on the operators' cable systems. Besides local origination programming, the other requirements imposed upon the operators for locally produced programming are in the areas of public, government and commercial or leased access. While public access is under the control of the Chicago Access Corporation (CAC), government access under the control of the City, and commercial or leased access under the control of third parties, local origination falls solely under the control of the cable operator and/or its contractors.

It is not the intent of the cable operators to compete with or duplicate programming produced by the CAC, the City or commercial access users. Instead the operators want to compliment these other forms of local programming with programs that are non-duplicative, able to fill the void not filled by other local programs and able to attract and retain cable subscribers. The cable operators are jointly committing \$6,000,000.00 to underwrite their local origination efforts in Chicago.

With these objectives in mind, the Chicago cable operators propose the following joint local origination proposal:

1. LOCAL ORIGINATION CHANNELS

During the term of the Agreement, the cable operators will jointly provide one full-time non-alphanumeric local origination channel. In addition, the individual operators in Areas 1,2,3,4, and 5 will be responsible for programming two alphanumeric local origination channels for each franchise area.

2. STAFF

During the term of the Agreement, the cable operators will provide the level and quality of technical, engineering, programming and administrative staff necessary to develop and produce programming to fulfill their local origination requirements.

3. LOCAL TALENT

The combined local origination effort for Areas 1,2,3,4 and 5 will include substantial efforts by the cable operators to utilize and develop local talent for local origination purposes. In addition, the use of full-time and part-time internship programs for local residents should increase the local residents potential for employment as demand requires. Through their combined local origination efforts, the cable operators will seek to establish ongoing relationships with local high schools, colleges, and other educational institutions for an accessible pool of individuals with an interest in local origination.

4. PRODUCTION

During Years 1 through 5, the cable operators will jointly provide, at a minimum, the number of hours per week set forth below to locally produce and cablecast their local origination programming (excluding access, alphanumeric, or satellite delivered services) on the non-alphanumeric local origination channel.

Hours of Production

*Yr. 1	<u>9</u>
Yr. 2	<u>12</u>
Yr. 3	<u>15</u>
Yr. 4	<u>20</u>
Yr. 5	<u>20</u>

Thereafter, the cable operators will at a minimum, produce and cablecast 20 hours per week of local programming. The cable operators will expend the necessary amount of funds within their \$6,000,000.00 overall local origination commitment to produce the above stated hours per week of quality local origination.

-
- * For purposes of this local origination proposal, Year 1 will commence on the first anniversary of the delivery of service to all the franchise areas or upon the second anniversary of the delivery of service to any one franchise area, whichever occurs first.

5. LOCAL ORIGINATION FACILITIES AND EQUIPMENT

Under this joint local origination plan, the cable operators will jointly provide a centralized local origination studio facility and mobile equipment. This central facility and accompanying equipment will be in place prior to the Year 1 triggering date so that the operators can meet their local origination commitments on schedule. The central facility will be of sufficient square footage to house all necessary directly-related facilities such as: editing, preparation, storage, and control room areas as well as related office areas required for local origination programming production purposes. The following pages detail the types of facilities and equipment proposed for a central local origination studio, mobile equipment, post-production facility, screening facility, master control and central maintenance facilities. The estimated cost of the facilities and equipment is \$1,200,000.00 and the anticipated costs of leasehold improvements is \$300,000.00.

MAIN STUDIO

Featuring quality cameras from Hitachi, Sony 1" and 3/4" video tape machines, discrete production/post-production areas, versatile electronic graphics, professional quality audio, video and lighting support and a film chain for high quality transfer to videotape of slides, super 8mm and 16mm film.

PRODUCTION EQUIPMENT FOR LOCAL ORIGINATION STUDIO

3	FP 60's	Hitachi 3 Tube Studio Cameras with 1 inch Saticon Tubes (each including) a. HP-60 Camera head b. VM-702 7" viewfinder c. C-1205 50' camera cable d. A404 1 H vertical enhancer e. CCU-60 Camera control unit f. ROP-60 Remote panel g. C-1103 30' ROP cable
3	K10X 15RW-1	Fujinon 10:1 15-150mm F1.8 Lenses
3	C1205	50' camera cables
3	BVH 2000/02	Sony type "C" Helical videotape recorder/editors
3	BVT 2000	Sony Time Base Correctors
3	BKH 2100	NTSC plug-in boards
3	BK 800	8 line memory boards
1	BVE 800	Sony video tape editor controller
2	BK 8072	Sony interfaces
3	BKH 2015	Plug-in reader/generators
3	BK 2014	Cabinets
1	1470	Tektronix sync generator
1	Series 21	Dynair audio follow video switcher 20x20
1	1600 IL	Grass Valley special effects generator/ production switcher
3	P4/H2/RH	ITE pedestal/head and second handles
4	528	Tektronix Waveform monitors
1	1420	Tektronix vectorscope
1	465 DM44	Tektronix Oscilloscope
3	5722R513	Conrac high resolution color 52540 monitors

Production Equipment for Local Origination Studio (continued)

5	TCI209/04	RCA dual 9" black & white monitors
1	Q7	Quanta Character Generator
1	12B	Quantum audio board
1	Lot	Dynair video and audio DAS
1	4305	Zeimark film cabin (with accessories)
1	D75	Crown audio amplifier
1	Lot	RTS intercom
1	Lot	Miscellaneous audio a. microphone b. cart machine c. cassette machine d. open reel tape deck e. turntable
1	Lot	Berkey Colortran lights (50 by 60)
1	Lot	Installation Parts and labor to include: a. Project engineering b. Technical Services c. Drafting

MULTI-CAMERA VAN

Featuring versatile portable cameras with studio viewfinders, 3/4" video tape machines, and a microprocessor controlled production switching system.

CHICAGO MULTI-CAMERA VAN

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
3	Portable color cameras w/14:1 zoom lenses 300' camera cable, remote operations panels and studio viewfinders	Hitachi	SK-81
3	Camera tripods, dollies, heads	Quickset	2000, Hercules
1	Microprocessor controlled production switcher	Echo-Lab	Seg-3
2	17" color monitors	Videotek	VM17R
1	Engineering Monitor	Tektronix	650HR
1	Waveform monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	Broadcast 3/4" Recorder	Sony	BVU-800
1	Time base corrector	Digital Video	Phaser
1	Compliment of time code equipment	Sony	
1	Synchronizing generator	Tektronix	1470
1	Graphic generating system	Quanta	Q-7A
1	Audio console	ISI	1002
5	Video distribution amplifiers	Shintron	
3	Audio distribution amplifiers	Sigma	AD 105
1	Audio cartridge machine	Broadcast Electronics	

Chicago Multi-Camera Van (continued)

1	Intercom System	RTS	
1	HMI portable lighting system	HMI	
1	Audio Speaker		
6	9" black and white monitors	Panasonic	WV5352
2	12 x 1 routing switchers	Lenco	
1	System of assorted microphones	Electro-Voice	

Vehicle includes:

- Cutaway van chassis
- All heavy duty options
- Air conditioning
- Custom-built consoles
- 6.5 KW Generator
- Roof top camera platform

Including all cables, connectors and assorted items.

3 ELECTRONIC FIELD PRODUCTION SYSTEMS

Capable of providing broadcast quality field production, each system features the Broadcast Saticon Hitachi FP-40, and O'Connor tripod and head, and a full compliment of field production audio/video equipment. Each EFP system will provide production capability to match any local television station.

ELECTRONIC FIELD PRODUCTION SYSTEMS

Each of the 3 Electronic Field Production Systems contains the following equipment.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Portable color camera with broadcast saticon tubes and complete support accessories	Hitachi	FP40SS
1	Cannon 13:1 zoom lens with 2X extender	Cannon	J13X9B1E
1	Quick charger	Hitachi	QC40
1	Belt holder for CP-40 battery	Hitachi	DH40
1	Rear lens conversion kit	Cannon	SCK-13
1	Battery powered sun gun	Cine 60	SGK9127FC
1	Lighting kit	Lowell	TC-94
1	Claw ball tripod	O'Connor	Regular
1	Time code generator	Sony	
1	Fluid head, with quick release	O'Connor	50-D, QRP
1	Portable 3/4" VTR	Sony	4800
2	Batteries for VTR	Sony	BP60
2	Omnidirectional microphones	Electro-Voice	EV-635A
2	Lavalier microphones	Sony	ECM50PS
1	Portable audio mixer	Sony	MX650
1	Headset	Koss	Pro 4AA
1	Portable monitor with charger	JVC	TM41AV, AAP-41AV

Assorted cables, connectors and cases to configure system for portable indoor/outdoor use.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

A 3/4" editing system, capable of dissolving one taped source into another and recording on yet a third machine, is the main component of the A/B Roll Post-Production Facility.

This highly sophisticated post-production facility features the Convergence editing system for complete keyboard controlled editing and special effects. It also includes facilities for electronic graphics, and audio inputs from a turntable or audio cassette. This facility is fully capable of providing state-of-the-art 3/4" post-production of field and/or studio footage.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Playback	Sony	5800
2	3/4" Record/Edit VTRs	Sony	5850
1	Dual Time Base Corrector	ADDA	AC-20
1	Computerized Editing Controller with Three Interfaces, and Time Code Readers and Generators	Convergence	ECS-103C
1	Audio Cassette Machine	Technics	RSM-65
1	Audio Console	Sony	MX-650
1	Audio Equalizer	Shure	SR-170
1	Turntable	Technics	SC-1200 MKII
1	Waveform Monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	10 x 1 Switcher	3M	101
1	Microphone for Voice Over	Electro-Voice	EV-635A
2	Dual 9" Monitors	Panasonic	WV-5302
1	15" Color Monitor with A-B Pulse Cross	Videotek	VM-15PRO
1	Graphics Generator	Quanta	Q7A
1	Synchronizing Generator with Test Signals	Tektronix	1470

3/4 Inch A/B Roll Post-Production Facility (continued)

- 1 Audio Amplifier
- 1 Speaker
- 1 Editing Console
- 1 Lot Misc. Cables,
Connectors and
Rackmounts to Configure
Facility

SCREENING FACILITY

This screening facility consists of a 3/4" player equipped with search capability, a remote control, scene selection and edit preparation, a 17" color monitor/receiver, time code reader and console. It will allow producers, directors and others to screen raw footage and completed segments, as well as review completed shows. Use of this facility can greatly improve the quality of work and enhance productivity.

SCREENING FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Player	Sony	5000
1	Remote Control	Sony	RM
1	17" Monitor/Receiver	Videotek	VM17
1	Time Code Reader	ESE	

Includes all Connectors
to Configure Screening
Room.

CHICAGO MASTER CONTROL

The Master Control Facility would serve the need for playback of videotape materials. It features full computer control, graphics insertion capability for channel identification during program hours and much more.

CHICAGO MASTER CONTROL

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
4	Playback Videotape Machines	Sony	VP5000
2	Time Base Correctors	Microtime	T-120
4	B&W Monitors 9"	Panasonic	WV5352
2	Waveform Monitors	Tektronix	528A
2	Vectorscopes	Tektronix	1420
1	Routing Switcher and Computer Control System	DiTech	Pace 2000
1	10 Channel Character Generator	Video Data	Custom
2	Audio Cartridge Machines	Broadcast Electronics	2100P
6	Automatic Audio Controls	JBL	7130
2	Background Audio Generators		
3	Color Monitors/ w/Audio	Videotek	RM15R
3	Time Code Readers	ESE	Custom
3	Modulators for Feeding L.O. onto the Cable System		

Includes all cables, connectors interfaces and consoles.

CENTRAL VIDEO MAINTENANCE FACILITY

The Central Video Maintenance Facility will efficiently provide for the repair and maintenance of all video and studio equipment which we have included in our proposal. The maintenance staff will use the full compliments of stationary and portable test equipment and tools that are housed in this facility. One newly featured piece of portable testing equipment is the Tektronix 380 NTSC test monitor. This unit incorporates the functions of a waveform monitor, vectorscope and an oscilloscope, thus enabling the user to examine the entire video signal. Engineers will travel wherever necessary for routine maintenance, instruction, and troubleshooting.

In light of the sophistication of the proposed facilities, this centralized maintenance and repair system is the most effective, cost-efficient and reliable approach.

CENTRAL VIDEO MAINTENANCE FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Full Test Waveform Monitor	Tektronix	1480
1	Portable Oscilloscope with Digital Multi-Meter	Tektronix	465 DM44
1	Full Test Vectorscope	Tektronix	520
1	350 MHZ Dual Trace Oscilloscope	Tektronix	485
1	Portable Combination Waveform, Vectorscope Oscilloscope Unit	Tektronix	380
1	NTSC Signal Generator with Multiple Options	Tektronix	1410, SPG1, SPG2, TSG1, TSG2, TSG3
1	Engineering Color Monitor	Videotek	VM12PRO
3	Service Master Tool Kits	Xcelite	99SMW
1	Attache Tool Set	Comprehensive	TCI00ST
1	Digital Frequency Counter	Leader	LDC-822
2	Digital VOMS	B-K	2810

Includes all assorted tools and test equipment to equip the video maintenance shop.

Exhibit H
MUNICIPAL UTILIZATION

SUBSCRIBER NETWORK SYSTEM

1. Channel Commitments - Grantee shall provide, free of charge, two (2) local government access channels on its subscriber network system for the exclusive use and control of the City and other local government agencies designated by the City. Said channels shall be administered by the City.
2. Service Outlets - Pursuant and in addition to Section 113.1-26(C) of the Enabling Ordinance, Grantee shall provide, free of charge, one service outlet for regular subscriber service to each of the institutions and such other buildings used for governmental purposes as may be designated by the City in areas which are passed by Grantee's subscriber network system.
3. Access to Grantee's Facilities - Grantee shall permit the City and other local government agencies designated by the City to use its studio, facilities and equipment for municipal access programming. Grantee shall also provide direct audio and video feed capability between the municipal access studios and facilities and its cable television system.
4. Staff - During the term of this Agreement, Grantee shall provide, at a minimum, for one (1) full-time skilled employee to staff the municipal access studios and facilities, operate such studios and facilities, and create, produce and cablecast quality municipal access programming under the direction of the City. Said employee shall work during the hours and at the sites designated by the City and be competent, trained, and knowledgeable in all aspects of cable television production and programming.
5. Municipal Cable Access Capital Reserve - Within ninety (90) days of the effective date of the Agreement, Grantee, in cooperation with the other grantees operating within the City, shall set aside \$200,000.00 for the establishment of a \$1,000,000.00 Municipal Cable Access Capital Reserve. Such Reserve shall be established for developing and providing municipal access studios, facilities and equipment. Upon receipt of a written statement by the City detailing the studios, facilities and/or equipment to be provided and the time frames for providing such studios, facilities and/or equipment, Grantee in a timely manner shall provide in cooperation with the other grantees operating within the City such studios, facilities and/or equipment from said Reserve as requested by the City.

6. Municipal Cable Access Maintenance Fund - Commencing one (1) year after the effective date of the Agreement, Grantee shall provide \$10,000.00 to the City as requested on an annual basis for the maintenance and operation of the municipal access studios, facilities and equipment established pursuant to Section 5 of this Exhibit.

Exhibit I
ENHANCED/DEVELOPMENTAL SERVICES

Grantee shall provide the Enhanced/Developmental Services set forth below or such other Enhanced/Developmental Services it deems appropriate upon its determination that such services are technically and economically feasible:

1. Security, fire and medical alarms as set forth in Section XI-1c of Grantee's proposal.
2. Teletext as set forth in Section XI-1d of Grantee's proposal.
3. One-way pay-per-view as set forth in Section XI-1a of Grantee's proposal.
4. Two-way pay-per-view, videotext, opinion polling, Dow Jones News/Retrieval, Comp-U-Store Service and electronic games as set forth in Section XI(3-3f) of Grantee's proposal.
5. Home banking, video shopping, travel and entertainment service, and electric power management/meter reading as set forth in Section XI-(3-3h) of Grantee's proposal.

Exhibit J
CHICAGO ACCESS CORPORATION

1. Channel Commitments

Grantee shall dedicate ten percent (10%) of the channels on its subscriber network system, free of charge, as access channels for the exclusive use and control by the Chicago Access Corporation (CAC) pursuant to Section 19.1 of the Agreement.

2. Payment of Operating Expenses

Grantee, in cooperation with other grantees operating within the City ("the grantees") shall as set forth in 19.2 of the Agreement provide the CAC the amount of \$3,250,000.00 for operating or other expenses or costs to be paid thirty (30) days after the effective date of the Agreement.*

Thereafter, as set forth in Section 19.2 of the Agreement, the grantees shall provide the CAC the amount of \$3,000,000.00 for operating or other expenses or costs to be paid in yearly installments of \$1,000,000.00 commencing two (2) years and thirty (30) days after the effective date of the Agreement.

3. Percentage of Annual Gross Revenues

In addition to the payments set forth above, the grantees, as set forth in Section 19.2 of the Agreement, shall on a quarterly basis, commencing the sixth year after the effective date of the Agreement and for the term of the Agreement pay to the CAC one percent (1%) of the city-wide annual gross revenues received, up to an annual maximum of \$1,000,000.00. The grantees shall commence such payments within thirty (30) days after the end of the first fiscal quarter following the fifth anniversary of the effective date of the Agreement by filing a financial statement clearly showing city-wide gross revenues received up to the end of said fiscal quarter and simultaneously tendering such quarterly percentage payment to the CAC. Thereafter, the grantees shall file within thirty (30) days after each subsequent fiscal quarter, a financial statement clearly showing the city-wide gross revenues received during the preceding quarter and shall simultaneously tender payment of the quarterly percentage payment as calculated; provided, however, that the grantees shall adjust the fourth fiscal quarter percentage payment to reflect the proper balance due for the fiscal year; provided, further, that in the event

* Solely for purposes of calculating the time periods for payments required by this Exhibit J, the "effective date of the Agreement" shall mean the effective date of the Agreement for Franchise Area 1.

the grantees conduct an audit, the grantees may adjust payments due the CAC as a result of said audit for the prior fiscal year within one hundred twenty (120) days after the conclusion of said fiscal year without penalty or interest on such adjustment. Commencing the twelfth year after the effective date of the Agreement and for the term of the Agreement, the grantees shall provide additional payments to the CAC as follows: the grantees shall pay to the CAC one-half percent ($\frac{1}{2}\%$) of that amount of city-wide annual revenues which exceeds \$150,000,000.00 but is not greater than \$199,999,999.00 and the grantees shall pay to the CAC one-quarter percent ($\frac{1}{4}\%$) of that amount of city-wide annual revenues which exceeds \$200,000,000.00 but is not greater than \$250,000,000.00.

4. First Instance Capital Funding

The grantees shall provide the CAC the amount of \$250,000.00 to be paid one hundred eighty (180) days after the effective date of the Agreement. In addition, the grantees shall provide the CAC with one (1) mobile van which has a value of \$500,000.00. Such van shall be provided one hundred eighty (180) days after the effective date of the Agreement and such van shall become the responsibility of the CAC.

In addition, the grantees shall provide the CAC the amount of \$200,000.00 to be paid one (1) year and thirty (30) days after the effective date of the Agreement and \$200,000.00 to be paid two (2) years and thirty (30) days after the effective date of the Agreement.

Thereafter, commencing four (4) years and thirty (30) days after the effective date of the Agreement, the grantees shall provide the CAC with a fund for maintenance, upgrading and replacement of facilities and equipment. Such fund shall be established in an amount of \$250,000.00 during the fifth year and maintained at a maximum level of \$100,000.00 for each year thereafter for the term of the Agreement. Such funds shall be established for the CAC pursuant to the purposes and powers set forth in this Agreement and in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

The facilities and equipment fund may be drawn down from such funds by the CAC for the purposes set forth herein on an annual basis up to the maximum annual funding levels established in this Section. Unused funds shall not accumulate or roll over from year to subsequent year within the term of this Agreement as said facilities and equipment funds have been established to meet the projected needs of the CAC on an annual basis. Disagreements or disputes regarding disbursements from the facilities and equipment fund shall be referred to the Commission for resolution.

5. Other Assistance

Grantee shall cooperate with the CAC's liaison to Grantee to facilitate the mutual obligations of the Grantee and the CAC provided for under this Agreement and/or the written policies and procedures to be adopted by the parties pursuant hereto.

Grantee shall include appropriate designation of CAC's channels on channel cards provided to subscribers. Further, Grantee shall provide a listing of said channels and programming on Grantee's televised alphanumeric program guide if such a guide is utilized by Grantee and such a listing is economically feasible.

SECTION 2: Section 7 of the Agreement shall also be amended by adding the following section:

7.8 Competing Technologies

Notwithstanding any other provisions of this Agreement and except as provided herein, Grantee shall not be required to provide services to subscribers by rewiring buildings already wired for a competing technology so as to allow the residents of said building to receive non-broadcast video services. Upon the request of any landlord or any condominium or tenant association of any building already wired for a competing technology, Grantee, in a timely manner consistent with the construction schedule referred to in Section 11.2 of this Agreement, shall undertake a good faith effort including such pre-marketing and pre-construction design activities as may be necessary in order to ascertain the economic viability of providing cable television service to said building. Upon completion of its ascertainment, Grantee shall inform the person who made such request of the results of said ascertainment. Where the results of said ascertainment demonstrate the economic viability of said building, Grantee shall provide service in accordance with the construction schedule referred to in Section 11.2 of this Agreement. Where the results of said ascertainment fail to demonstrate the economic viability of said building, Grantee shall provide a written explanation of the results of said ascertainment to the person who initially requested said ascertainment.

SECTION 3: The terms and conditions of Sections 1 and 2 of this Amending Agreement as set forth above shall be effective and binding on the City and the Grantee if, and only if, there is an acceptance of the Area 1 franchise agreement by Communications and Cable of Chicago, Inc. pursuant

to Section 113.1-55(A) of the Chicago Cable Communications Ordinance, Chapter 113.1 of the Municipal Code of the City of Chicago.

SECTION 4: The parties hereby agree that the amendments set forth in Sections 1 and 2 of this Amending Agreement constitute all the amendments that the Grantee is entitled to pursuant to Section 3 of the Granting Ordinance dated February 15, 1984.

In witness whereof, the parties have caused this Agreement to be executed by their respective, duly authorized agents or officers as of the day and year set forth below.

City of Chicago

Date

Harold Washington, Mayor

Grantee

Approved as to form
and legality

Corporation Counsel

AMENDING AGREEMENT

This Amending Agreement made and executed this _____ day of 1985, by and between the City of Chicago (the "City") and Group W Cable Associates of North West Chicago (the "Grantee"):

WITNESSETH

WHEREAS, after conducting public hearings affording the public a reasonable opportunity to comment thereon, the City Council on February 15, 1984 in a Granting Ordinance dated February 15, 1984 approved and adopted the franchise agreements for Franchise Areas 2, 3, 4 and 5 and granted non-exclusive franchises to construct, install, maintain and operate cable communications systems in said Franchise Areas to Group W Cable Associates of North Central Chicago, Group W Cable Associates of North West Chicago, Chicago Cable Communications and Stellar Continental Cable, Inc., respectively; and

WHEREAS, Section 3 of the Granting Ordinance provides:

"That in approving and adopting said franchise agreements the City Council agrees that in the event a subsequent franchise is awarded on terms or conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' or applicants' respective franchise proposals, then the grantees in Franchise Areas 2, 3, 4 and 5 shall be entitled to any such similar terms and conditions by appropriate amendment of their respective franchise agreements"; and

WHEREAS, The City Council has awarded a subsequent franchise to Communications and Cable of Chicago, Inc., the grantee in Franchise Area 1, on terms and conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' respective franchise proposals; and

WHEREAS, pursuant to Section 3 of the Granting Ordinance, the grantees in Franchise Areas 2, 3, 4 and 5 are entitled to such favorable terms and conditions by appropriate amendment to their respective franchise agreements.

NOW, THEREFORE, in consideration of the above, the parties hereby agree as follows:

SECTION 1: Sections 1(E), 4.4, 6.1, 7.1, 7.5, 7.6, 8.1, 8.2, 8.11, 11.2, 15.2, 16.1, 17, 18, 19.1, 19.2, 19.3, 19.5, 19.6, 19.7, 21.1, 21.2, 22.1, 22.2, 23, 26.6, 26.10, and 29.5(d) and Exhibits C, D, F, G, H, I and J of the Franchise Agreement between the City and the Grantee dated March 16, 1984 (the "Agreement") shall be amended by substituting the following therefor:

1 Definitions

E. "Major Outage" means that simultaneous loss of service (i.e., total loss of signals on any cable of Grantee's subscriber network system) occurs to five hundred (500) or more subscribers.

4.4 Other Forms of Compensation

This section is not applicable to Franchise Area 3.

6.1 Amount

Pursuant to the terms and conditions set forth in Section 113.1-19 of the Enabling Ordinance, the amount of the letter of credit shall be five hundred thousand dollars (\$500,000.00); provided, however, that the amount of the letter of credit shall be three hundred seventy five thousand dollars (\$375,000.00) per franchise area if the Grantee or its affiliates participates in two of the City's franchise areas; provided, further, that the amount of the letter of credit shall be three hundred fifty thousand dollars (\$350,000.00) per franchise area if the Grantee or its affiliates participates in three of the City's franchise areas.

7.1 Subscriber Services and Fees

Grantee shall provide to subscribers the broad categories of programming services set forth in Exhibit C attached hereto and made a part hereof. Grantee shall have the authority and right to change the monthly subscriber fees for all such services upon thirty (30) days prior written notice to the Commission and the subscribers affected thereby. Such authority and right of Grantee to change said monthly subscriber fees shall exist until such time as the City exercises its right to establish procedures for the review of subscriber rates pursuant to Section 113.1-21(E) of the Enabling Ordinance.

7.5 No Interference With Service

If the Commission fails, if required, to approve a request by Grantee to increase the fees charged for its services or to decrease the services or channels offered or if the Council, pursuant to Section 113.1-21 fails, if required, to approve Grantee's petition for a change in its fee schedule, Grantee shall not deny, delay, interrupt or terminate any of its services because such requests or petitions were denied.

7.6 Extra-Long Drops

If the installation of a service outlet requires an aerial drop in excess of one hundred fifty (150) feet or an underground drop in excess of seventy-five (75) feet, Grantee may charge the subscriber an amount that is equal to the costs of time and materials in accordance with industry standards for that portion of the drop in excess of one hundred fifty (150) feet or seventy-five (75) feet, respectively. Grantee shall provide the subscriber a written estimate of the costs of installing an extra-long drop and obtain such subscriber's written consent prior to any installation of such drop; provided, however, that Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.

8.1 Subscriber Network System

Grantee shall construct a subscriber network system utilizing one trunk and one feeder cable, providing a minimum upper limit bandwidth of 550 MHz with return transmission paths, which shall be capable of transmitting eighty-two (82) channels downstream and four (4) channels upstream in accordance with the design set forth in Section VI of Grantee's proposal notwithstanding the upper limit bandwidth or number of cables referred to therein. Such system shall be designed and constructed as a 550 MHz system with 550 MHz high capacity passives to provide a minimum of

eighty-two (82) channels downstream and four (4) channels upstream and initially be activated at a minimum upper limit bandwidth of 450 MHz providing a minimum of sixty (60) channels downstream, activated upon initiation of service to subscribers. Grantee shall expand the initial channel capacity of such system as soon as 550 MHz technology has been reasonably perfected to ensure high performance and quality throughout the distribution network system and as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed. Grantee may also utilize an alternative technology or a combination of alternative technologies to provide cable service to subscribers; provided, however, that said alternative technology or combination thereof provides a minimum of fifty-four (54) non-broadcast channels downstream, activated upon initiation of service to subscribers. When it is technically and economically feasible, Grantee shall expand the initial capacity of those portions of its cable television system utilizing an alternative technology or combination thereof as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed.

8.2 Institutional Network System

Grantee shall provide capacity on the subscriber network system for an institutional network system. If Grantee determines the need for additional channel capacity or the activation of upstream channel capacity for its institutional network system, Grantee shall provide such additional capacity or activate any or all of such capacity either on the subscriber network system or on a separate institutional network system upon its determination that such capacity is technically and economically feasible.

8.11 Status/Performance Monitoring Equipment

Where the bi-directional trunk of Grantee's cable television system has been activated, Grantee shall locate automatic status/performance monitoring equipment at not fewer than one-third (1/3) of all trunk amplifier stations on its subscriber network system, including super trunk amplifier stations used to interconnect Grantee's hubs and headends. The status/performance monitoring system shall provide a record indicating the date, time and nature of the defect or fault and, at a minimum, be capable of indicating the total loss of one or more control carriers. Furthermore, Grantee shall provide monitoring equipment sufficient to ensure the reliable performance of its institutional network system.

11.2 Construction Schedule and Map

Pursuant to Section 113.1-31(D) of the Enabling Ordinance, Grantee shall, within three (3) months of the date

of its acceptance of this Agreement, furnish the Commission a complete construction schedule and map. Such schedule and map shall be consistent with Grantee's construction timetable referred to herein which upon approval by the Commission shall be attached hereto as Exhibit E-2 and made a part hereof. More specifically, such construction schedule shall be set forth by utility quarter section and indicate the approximate amount of plant mileage within Franchise Area 3 to be constructed and activated on the subscriber network system on a quarterly basis and the scheduled dates for completion of construction of all major facilities. Grantee's construction schedule shall be submitted by Grantee to the Commission on forms set forth in Exhibit E-1. Grantee's construction map shall, at a minimum, set forth the location of all major facilities, trunk and supertrunk lines for Grantee's subscriber system. Furthermore, Grantee's construction schedule and map shall be updated whenever substantial changes become necessary. A substantial change in the construction schedule shall be deemed to occur whenever an adjustment is necessary that would result in a delay in Grantee's quarterly schedule as set forth therein. In no event shall a change in the construction schedule that would result in a delay inconsistent with Grantee's construction timetable referred to in Section 11.1 hereof be permitted except upon prior approval of the Commission. In addition, upon commencement of construction of its cable television system, Grantee shall, for informational purposes on the forms set forth in Exhibit E-1 attached hereto and made a part hereof, notify the Commission in writing on a monthly basis of those areas where strand or cable has been installed or where service is being provided.

15.2 Capacity and Timetable

Interconnection of all cable television systems within the City shall, at a minimum, provide adequate capacity for one (1) channel including two (2) subcarriers to be delivered from each of grantees' franchise areas to a central interconnection facility and four (4) channels including two (2) subcarriers to be delivered to each of grantees' franchise areas from a central interconnection facility. Said interconnection shall be operational within one (1) year of service being delivered by any grantee to its first subscriber. Additional channel capacity shall be incrementally activated on an as-needed basis up to two (2) channels to be delivered from each franchise area to a central interconnection facility and eight (8) channels to be delivered to each franchise area from a central interconnection facility; provided, however, that the grantees as part of the interconnection plan referred to in Section 15.3 of this Agreement may submit an alternative design that equals or exceeds the performance and capabilities of the design referred to herein.

16.1 Standard Allocation

Grantee shall at all times provide the same channel allocations for the following channels as provided for by all grantees operating cable television systems within the City:

- A) Three (3) local origination channels, not more than two (2) of which may be alpha-numeric;
- B) All channels under the control of the Chicago Access Corporation;
- C) At least two (2) leased access channels;
- D) At least two (2) local government access channels; and
- E) All television broadcast signals required to be carried by FCC regulations.

Grantee, in agreement with all other grantees operating cable television systems within the City, has established a standard channel allocation as set forth in Exhibit F attached hereto and made a part hereof. This allocation shall be binding on all such grantees.

17 Universal Subscriber Service

This section is not applicable to Franchise Area 3.

18 Local Origination

During the term of this Agreement, Grantee, in cooperation with the other grantees operating within the City, shall provide for local origination as set forth in Exhibit G and Attachment G1 attached hereto and made a part hereof.

19.1 Channel Commitments

Pursuant to Section 113.1-36(A) of the Enabling Ordinance, Grantee shall dedicate ten percent (10%) of its usable channels from their inception as access channels on its subscriber network system as set forth in Exhibit J attached hereto and made a part hereof. All such channels shall be provided to the CAC free of charge and be under the exclusive use and control of the CAC; provided, however, that such channels are utilized by the CAC for non-commercial programming and purposes and without any charges by the CAC to any subscriber or advertiser. Under no circumstances shall Grantee have the authority or right to exercise any control over the use or operation of such channels except as provided in Section 113.1-36(B) of the

Enabling Ordinance. Neither Grantee nor the CAC shall be liable for the quality or content of programming produced or transmitted by the other.

19.2 Payments and Contributions

Pursuant to Section 113.1-37 of the Enabling Ordinance, Grantee shall, in cooperation with other grantees operating within the City, pay directly to the CAC such capital and operating payments as set forth in Exhibit J attached hereto and made a part hereof at the times set forth therein. The grantees for Areas 1,2,3,4, and 5, respectively, shall be obligated for a 20% pro-rata share of all capital payments to the CAC as set forth in Section 4 of Exhibit J attached hereto and made a part hereof. The grantees for Areas 2,3,4, and 5, respectively, shall be obligated for a 25% pro-rata share for all non-capital payments to the CAC as set forth in Sections 2 and 3 of Exhibit J attached hereto and made a part hereof, recognizing that the Grantee in Area 1 shall not be obligated to make non-capital payments to the CAC. Such payments referred to herein shall be under the exclusive use and control of the CAC pursuant to the purposes and powers set forth in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

19.3 Equipment

In addition to the facilities and equipment commitments set forth in Exhibit J attached hereto and made a part hereof, Grantee shall provide, free of charge, modulators and other necessary equipment to permit full and practical utilization from the Grantee's headend downstream, by conventional technical means, of each CAC channel as from time to time requested by the CAC but in no event earlier than system activation. Furthermore, Grantee shall insure that its cable television system is constructed and operated to enable the CAC, at its own costs, to cablecast live programming from remote locations with no charge to the CAC for access to Grantee's existing facilities suitable for such purposes at Grantee's headend.

19.5 Recomputation

Commencing after the fifth year, the City, upon written request of the CAC, which request shall be no earlier than one hundred (120) days following conclusion of Grantee's fiscal year, shall exercise its right to inspect Grantee's books and records and to audit and recompute the amount determined to be payable to the CAC as a percentage of Grantee's annual gross revenues pursuant to Section 113.1-17(C) of the Enabling Ordinance provided that the City be reimbursed by the CAC for any costs incurred in

exercising such a right in the event Grantee is not liable for said costs. If, after exercising such a right, the City determines that an additional amount is due the CAC, Grantee shall pay the CAC such additional amount within thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance.

19.6 Interest

If any of the payments referred to in Section 19.2 hereof are not made on or before the due dates set forth in Exhibit J attached hereto and made a part hereof, Grantee shall pay to the CAC from such due date on the amount due and owing until such amount is paid in full the prime rate of interest effective as of the due date publicly announced by the First National Bank of Chicago. If an additional amount is due the CAC as a result of the audit referred to in Section 19.5 hereof and such amount is not paid within said thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance, Grantee shall pay to the CAC on the amount due and owing until such amount is paid in full the prime rate of interest effective as of such date publicly announced by the First National Bank of Chicago.

19.7 CAC/Grantee Policies and Procedures

In order to facilitate smooth operations and working arrangements between the CAC and Grantee and to resolve all practical difficulties in the implementation of Grantee's commitments to the CAC, within one hundred and twenty (120) days after the effective date of this Agreement or such later date as agreed upon by Grantee and the CAC, Grantee and the CAC shall develop written policies and procedures which shall be filed with the Commission. Said policies and procedures shall detail the mutual obligations of Grantee and the CAC in a manner not inconsistent with this Agreement and shall include an acknowledgement by the CAC and Grantee that, with respect to any mutual obligations provided for under this Agreement and the written policies and procedures to be adopted by the parties pursuant hereto, each shall act in a reasonable, expeditious and timely manner.

21.1 Description

During the term of this Agreement, Grantee shall provide for municipal utilization on its subscriber network system as set forth in Section X of Grantee's proposal and Exhibit H attached hereto and made a part hereof. The channels dedicated to the use and control of the City and other local government agencies designated by the City as set forth in Exhibit H attached hereto and made a part hereof shall be utilized for non-commercial programming and purposes and without any charges by the City to any subscriber. Grantee shall have no authority or control over any programming

cablecast on such dedicated channels. All programming cablecast on such dedicated channels shall not be considered origination cablecasting for purposes of Grantee's compliance with Section 76 Subpart G of the FCC rules and regulations unless otherwise determined by the FCC with respect to Grantee. Grantee shall have no responsibility under Section 113.1-26(D) of the Enabling Ordinance for programming cablecast on any such dedicated channel. Furthermore, nothing in this Section shall be construed to imply that Grantee is a common carrier.

21.2 Additional Channel Capacity

Upon demonstration by the City of full utilization of the channel capacity dedicated to the City, Grantee shall exercise its best efforts to provide additional channel capacity to the City on its cable television system to meet the reasonable needs of the City unless to do so would place an unreasonable economic burden on Grantee.

22.1 Description

Grantee shall provide Enhanced/Developmental Services as set forth in Exhibit I upon its determination that such services are technically and economically feasible.

22.2 Fees

Pursuant to Section 113.1-22(E) of Enabling Ordinance, Grantee shall submit the fees to be charged for its Enhanced/Developmental Services to the Commission not less than thirty (30) days prior to any marketing of such services.

23 Institutional Network System

Grantee may operate and maintain a bi-directional institutional network system in accordance with Section 8.2 hereof. Furthermore, Grantee may activate any part or all of its institutional network system upon its determination that such activation is technically and economically feasible.

26.6 Grantee Solicitation

At the time Grantee solicits the residents of an area for subscription of services, Grantee shall provide such residents a simple, but thorough written explanation of all services offered, the price of such services, the parental lock-out device, installation procedures and privacy rights of the subscriber as set forth in Section 113.1-32 of the Enabling Ordinance and Section 28 of this Agreement.

26.10 Program Guides

In the event Grantee or its agent provides to Grantee's subscribers written program guides, such guides shall list, at a minimum, all non-must carry channels carried on Grantee's cable television system and shall, to the extent reasonable as determined by Grantee, list all programs carried on such channels.

29.5 Liquidated Damages

Grantee agrees the following will result in damages to the City that will be impracticable or difficult to ascertain and therefore, agrees to pay to the City the following amounts which shall not be considered in the nature of penalties:

- d) Except as approved by the Commission or the Council, if required, a material failure to provide the services set forth or referred to in Section 7 of this Agreement in accordance with the requirements set forth therein, \$250.00 a day for each day or part thereof that such failure continues.

Exhibit CSUBSCRIBER SERVICES

In addition to other services Grantee may offer, Grantee shall provide on its lowest-priced tier of service and to all subscribers: two (2) local government access channels; all channels dedicated to the CAC; all television broadcast signals required to be carried by FCC regulations; two (2) leased access channels; and three (3) local origination channels, not more than two (2) of which may be alphanumeric.

Grantee shall, in addition, offer the following broad categories of programming services which are available and meet the needs of the subscribers: children's programming, family programming, cultural programming, educational programming, consumer programming, ethnic programming, entertainment programming, music programming, sports programming, news and public affairs programming, business programming, religious programming and special interest programming.

Exhibit DUSER DISCOUNTS

Upon activation of an institutional network system, a discount for government and not-for-profit institutions shall be established subject to applicable regulatory approvals.

Exhibit F
Standard Channel Allocation

<u>Cable-Channel</u>	<u>Service</u>
2	WBBM
3	L.O. - 1
4	CAC - 1
5	WMAQ
6	GOV'T ACC. - 1
7	WLS
8	CAC - 2
9	WGN
10	LEASED ACC. - 1
11	WTTW
12	WCAE - (Grantee may use until such time as WCAE is on-air)
13	CAC - 3
14	FAA
15	FAA
16	FAA
17	CAC - 4
18	L.O. - 2/WSNS
19	CAC - 5
20	WYCC
21	CAC - 6
22	WCFC
23	GOV'T ACC. - 2
24	LEASED ACC. - 2
25	WFBN
26	WCIU
27	
28	WDAI - (Grantee may use until such time as WDAI is on-air)
29	L.O. - 3
30	WPWR/WBBS (ch. 60 shrd.)
31	
32	WFLD

Exhibit GLOCAL ORIGINATION

The following local origination plan is a joint effort of all Grantees operating within the City which commits a total of \$6,000,000.00 to develop local origination programming. Exhibit G and its Attachment G1 is not only applicable to Area 1, but upon the acceptance of the Franchise Agreement for Area 1, shall replace the Exhibit Gs for the Franchise Agreements for Areas 2,3,4, and 5. Unless otherwise specifically stated herein, the Grantees for Areas 1,2,3,4, and 5 (the "grantees") shall be jointly and severally liable for the obligations stated herein.

- 1) Number of Channels - During the term of the Agreement, the grantees jointly shall provide and program one (1) full-time non-alphanumeric local origination channel. In addition, the Grantee shall provide and program two (2) alphanumeric local origination channels. The Grantee may provide additional local origination channels on its cable television system; provided, however, that in no event shall the minimum weekly hours of non-alphanumeric programming as set forth in Attachment G1 be shifted from the non-alphanumeric local origination channel to any additional local origination channel.
- 2) Staff - The grantees shall provide the level and quality of staffing necessary to develop and produce programming to fulfill their local origination requirements.
- 3) Studios and Equipment - The grantees shall provide in the year so designated and throughout the term of the Agreement the studio, facilities and equipment set forth in attachment G1 or a studio, facilities and equipment of equal or greater performance or capabilities.
- 4) Production - During Years 1 through 5, the grantees shall, at a minimum, for the number of hours per week set forth in Attachment G1, locally produce and cablecast its local origination programming (excluding access, alphanumeric or satellite delivered services) on its non-alphanumeric local origination channel. Thereafter, for the term of the Agreement, the grantees shall, at a minimum, produce and cablecast such local programming for the number of hours set forth in Attachment G1 for Year 5.

ATTACHMENT G1
JOINT LOCAL ORIGINATION PROPOSAL OF CHICAGO CABLE OPERATORS

The cable operators operating in the City of Chicago are committed to producing quality local origination programming. It is the strong belief of these cable operators that a centralized approach to the production of local origination programming is in the best interests of the City, the cable companies and cable subscribers. It is also the belief of these operators that local origination programming should supplement, but not duplicate, the other locally produced programming that is available on the operators' cable systems. Besides local origination programming, the other requirements imposed upon the operators for locally produced programming are in the areas of public, government and commercial or leased access. While public access is under the control of the Chicago Access Corporation (CAC), government access under the control of the City, and commercial or leased access under the control of third parties, local origination falls solely under the control of the cable operator and/or its contractors.

It is not the intent of the cable operators to compete with or duplicate programming produced by the CAC, the City or commercial access users. Instead the operators want to compliment these other forms of local programming with programs that are non-duplicative, able to fill the void not filled by other local programs and able to attract and retain cable subscribers. The cable operators are jointly committing \$6,000,000.00 to underwrite their local origination efforts in Chicago.

With these objectives in mind, the Chicago cable operators propose the following joint local origination proposal:

1. LOCAL ORIGINATION CHANNELS

During the term of the Agreement, the cable operators will jointly provide one full-time non-alphanumeric local origination channel. In addition, the individual operators in Areas 1,2,3,4, and 5 will be responsible for programming two alphanumeric local origination channels for each franchise area.

2. STAFF

During the term of the Agreement, the cable operators will provide the level and quality of technical, engineering, programming and administrative staff necessary to develop and produce programming to fulfill their local origination requirements.

3. LOCAL TALENT

The combined local origination effort for Areas 1,2,3,4 and 5 will include substantial efforts by the cable operators to utilize and develop local talent for local origination purposes. In addition, the use of full-time and part-time internship programs for local residents should increase the local residents potential for employment as demand requires. Through their combined local origination efforts, the cable operators will seek to establish ongoing relationships with local high schools, colleges, and other educational institutions for an accessible pool of individuals with an interest in local origination.

4. PRODUCTION

During Years 1 through 5, the cable operators will jointly provide, at a minimum, the number of hours per week set forth below to locally produce and cablecast their local origination programming (excluding access, alphanumeric, or satellite delivered services) on the non-alphanumeric local origination channel.

Hours of Production

*Yr. 1	<u>9</u>
Yr. 2	<u>12</u>
Yr. 3	<u>15</u>
Yr. 4	<u>20</u>
Yr. 5	<u>20</u>

Thereafter, the cable operators will at a minimum, produce and cablecast 20 hours per week of local programming. The cable operators will expend the necessary amount of funds within their \$6,000,000.00 overall local origination commitment to produce the above stated hours per week of quality local origination.

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- * For purposes of this local origination proposal, Year 1 will commence on the first anniversary of the delivery of service to all the franchise areas or upon the second anniversary of the delivery of service to any one franchise area, whichever occurs first.

5. LOCAL ORIGINATION FACILITIES AND EQUIPMENT

Under this joint local origination plan, the cable operators will jointly provide a centralized local origination studio facility and mobile equipment. This central facility and accompanying equipment will be in place prior to the Year 1 triggering date so that the operators can meet their local origination commitments on schedule. The central facility will be of sufficient square footage to house all necessary directly-related facilities such as: editing, preparation, storage, and control room areas as well as related office areas required for local origination programming production purposes. The following pages detail the types of facilities and equipment proposed for a central local origination studio, mobile equipment, post-production facility, screening facility, master control and central maintenance facilities. The estimated cost of the facilities and equipment is \$1,200,000.00 and the anticipated costs of leasehold improvements is \$300,000.00.

MAIN STUDIO

Featuring quality cameras from Hitachi, Sony 1" and 3/4" video tape machines, discrete production/post-production areas, versatile electronic graphics, professional quality audio, video and lighting support and a film chain for high quality transfer to videotape of slides, super 8mm and 16mm film.

PRODUCTION EQUIPMENT FOR LOCAL ORIGINATION STUDIO

3	FP 60's	Hitachi 3 Tube Studio Cameras with 1 inch Saticon Tubes (each including) a. HP-60 Camera head b. VM-702 7" viewfinder c. C-1205 50' camera cable d. A404 1 H vertical enhancer e. CCU-60 Camera control unit f. ROP-60 Remote panel g. C-1103 30' ROP cable
3	K10X 15RW-1	Fujinon 10:1 15-150mm F1.8 Lenses
3	C1205	50' camera cables
3	BVH 2000/02	Sony type "C" Helical videotape recorder/editors
3	BVT 2000	Sony Time Base Correctors
3	BKH 2100	NTSC plug-in boards
3	BK 800	8 line memory boards
1	BVE 800	Sony video tape editor controller
2	BK 8072	Sony interfaces
3	BKH 2015	Plug-in reader/generators
3	BK 2014	Cabinets
1	1470	Tektronix sync generator
1	Series 21	Dynair audio follow video switcher 20x20
1	1600 IL	Grass Valley special effects generator/ production switcher
3	P4/H2/RH	ITE pedestal/head and second handles
4	528	Tektronix Waveform monitors
1	1420	Tektronix vectorscope
1	465 DM44	Tektronix Oscilloscope
3	5722R513	Conrac high resolution color 52540 monitors

Production Equipment for Local Origination Studio (continued)

5	TCI209/04	RCA dual 9" black & white monitors
1	Q7	Quanta Character Generator
1	12B	Quantum audio board
1	Lot	Dynair video and audio DAS
1	4305	Zeimark film cabin (with accessories)
1	D75	Crown audio amplifier
1	Lot	RTS intercom
1	Lot	Miscellaneous audio a. microphone b. cart machine c. cassette machine d. open reel tape deck e. turntable
1	Lot	Berkey Colortran lights (50 by 60)
1	Lot	Installation Parts and labor to include: a. Project engineering b. Technical Services c. Drafting

2/4/85

REPORTS OF COMMITTEES

13225

MULTI-CAMERA VAN

Featuring versatile portable cameras with studio viewfinders, 3/4" video tape machines, and a microprocessor controlled production switching system.

CHICAGO MULTI-CAMERA VAN

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
3	Portable color cameras w/14:1 zoom lenses 300' camera cable, remote operations panels and studio viewfinders	Hitachi	SK-81
3	Camera tripods, dollies, heads	Quickset	2000, Hercules
1	Microprocessor controlled production switcher	Echo-Lab	Seg-3
2	17" color monitors	Videotek	VM17R
1	Engineering Monitor	Tektronix	650HR
1	Waveform monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	Broadcast 3/4" Recorder	Sony	BVU-800
1	Time base corrector	Digital Video	Phaser
1	Compliment of time code equipment	Sony	
1	Synchronizing generator	Tektronix	1470
1	Graphic generating system	Quanta	Q-7A
1	Audio console	ISI	1002
5	Video distribution amplifiers	Shintron	
3	Audio distribution amplifiers	Sigma	AD 105
1	Audio cartridge machine	Broadcast Electronics	

Chicago Multi-Camera Van (continued)

1	Intercom System	RTS	
1	HMI portable lighting system	HMI	
1	Audio Speaker		
6	9" black and white monitors	Panasonic	WV5352
2	12 x 1 routing switchers	Lenco	
1	System of assorted microphones	Electro-Voice	

Vehicle includes:

- Cutaway van chassis
- All heavy duty options
- Air conditioning
- Custom-built consoles
- 6.5 KW Generator
- Roof top camera platform

Including all cables, connectors and assorted items.

3 ELECTRONIC FIELD PRODUCTION SYSTEMS

Capable of providing broadcast quality field production, each system features the Broadcast Saticon Hitachi FP-40, and O'Connor tripod and head, and a full compliment of field production audio/video equipment. Each EFP system will provide production capability to match any local television station.

ELECTRONIC FIELD PRODUCTION SYSTEMS

Each of the 3 Electronic Field Production Systems contains the following equipment.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Portable color camera with broadcast saticon tubes and complete support accessories	Hitachi	FP40SS
1	Cannon 13:1 zoom lens with 2X extender	Cannon	J13X9B1E
1	Quick charger	Hitachi	QC40
1	Belt holder for CP-40 battery	Hitachi	DH40
1	Rear lens conversion kit	Cannon	SCK-13
1	Battery powered sun gun	Cine 60	SGK9127FC
1	Lighting kit	Lowell	TC-94
1	Claw ball tripod	O'Connor	Regular
1	Time code generator	Sony	
1	Fluid head, with quick release	O'Connor	50-D, QRP
1	Portable 3/4" VTR	Sony	4800
2	Batteries for VTR	Sony	BP60
2	Omnidirectional microphones	Electro-Voice	EV-635A
2	Lavalier microphones	Sony	ECM50PS
1	Portable audio mixer	Sony	MX650
1	Headset	Koss	Pro 4AA
1	Portable monitor with charger	JVC	TM41AV, AAP-41AV

Assorted cables, connectors and cases to configure system for portable indoor/outdoor use.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

A 3/4" editing system, capable of dissolving one taped source into another and recording on yet a third machine, is the main component of the A/B Roll Post-Production Facility.

This highly sophisticated post-production facility features the Convergence editing system for complete keyboard controlled editing and special effects. It also includes facilities for electronic graphics, and audio inputs from a turntable or audio cassette. This facility is fully capable of providing state-of-the-art 3/4" post-production of field and/or studio footage.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Playback	Sony	5800
2	3/4" Record/Edit VTRs	Sony	5850
1	Dual Time Base Corrector	ADDA	AC-20
1	Computerized Editing Controller with Three Interfaces, and Time Code Readers and Generators	Convergence	ECS-103C
1	Audio Cassette Machine	Technics	RSM-65
1	Audio Console	Sony	MX-650
1	Audio Equalizer	Shure	SR-170
1	Turntable	Technics	SC-1200 MKII
1	Waveform Monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	10 x 1 Switcher	3M	101
1	Microphone for Voice Over	Electro-Voice	EV-635A
2	Dual 9" Monitors	Panasonic	WV-5302
1	15" Color Monitor with A-B Pulse Cross	Videotek	VM-15PRO
1	Graphics Generator	Quanta	Q7A
1	Synchronizing Generator with Test Signals	Tektronix	1470

3/4 Inch A/B Roll Post-Production Facility (continued)

- 1 Audio Amplifier
- 1 Speaker
- 1 Editing Console
- 1 Lot Misc. Cables,
Connectors and
Rackmounts to Configure
Facility

SCREENING FACILITY

This screening facility consists of a 3/4" player equipped with search capability, a remote control, scene selection and edit preparation, a 17" color monitor/receiver, time code reader and console. It will allow producers, directors and others to screen raw footage and completed segments, as well as review completed shows. Use of this facility can greatly improve the quality of work and enhance productivity.

SCREENING FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Player	Sony	5000
1	Remote Control	Sony	RM
1	17" Monitor/Receiver	Videotek	VM17
1	Time Code Reader	ESE	

Includes all Connectors
to Configure Screening
Room.

CHICAGO MASTER CONTROL

The Master Control Facility would serve the need for playback of videotape materials. It features full computer control, graphics insertion capability for channel identification during program hours and much more.

CHICAGO MASTER CONTROL

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
4	Playback Videotape Machines	Sony	VP5000
2	Time Base Correctors	Microtime	T-120
4	B&W Monitors 9"	Panasonic	WV5352
2	Waveform Monitors	Tektronix	528A
2	Vectorscopes	Tektronix	1420
1	Routing Switcher and Computer Control System	DiTech	Pace 2000
1	10 Channel Character Generator	Video Data	Custom
2	Audio Cartridge Machines	Broadcast Electronics	2100P
6	Automatic Audio Controls	JBL	7130
2	Background Audio Generators		
3	Color Monitors/ w/Audio	Videotek	RM15R
3	Time Code Readers	ESE	Custom
3	Modulators for Feeding L.O. onto the Cable System		

Includes all cables, connectors interfaces and consoles.

CENTRAL VIDEO MAINTENANCE FACILITY

The Central Video Maintenance Facility will efficiently provide for the repair and maintenance of all video and studio equipment which we have included in our proposal. The maintenance staff will use the full compliments of stationary and portable test equipment and tools that are housed in this facility. One newly featured piece of portable testing equipment is the Tektronix 380 NTSC test monitor. This unit incorporates the functions of a waveform monitor, vectorscope and an oscilloscope, thus enabling the user to examine the entire video signal. Engineers will travel wherever necessary for routine maintenance, instruction, and troubleshooting.

In light of the sophistication of the proposed facilities, this centralized maintenance and repair system is the most effective, cost-efficient and reliable approach.

CENTRAL VIDEO MAINTENANCE FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Full Test Waveform Monitor	Tektronix	1480
1	Portable Oscilloscope with Digital Multi-Meter	Tektronix	465 DM44
1	Full Test Vectorscope	Tektronix	520
1	350 MHZ Dual Trace Oscilloscope	Tektronix	485
1	Portable Combination Waveform, Vectorscope Oscilloscope Unit	Tektronix	380
1	NTSC Signal Generator with Multiple Options	Tektronix	1410, SPG1, SPG2, TSG1, TSG2, TSG3
1	Engineering Color Monitor	Videotek	VM12PRO
3	Service Master Tool Kits	Xcelite	99SMW
1	Attache Tool Set	Comprehensive	TCI00ST
1	Digital Frequency Counter	Leader	LDC-822
2	Digital VOMS	B-K	2810

Includes all assorted tools and test equipment to equip the video maintenance shop.

Exhibit H
MUNICIPAL UTILIZATION

SUBSCRIBER NETWORK SYSTEM

1. Channel Commitments - Grantee shall provide, free of charge, two (2) local government access channels on its subscriber network system for the exclusive use and control of the City and other local government agencies designated by the City. Said channels shall be administered by the City.
2. Service Outlets - Pursuant and in addition to Section 113.1-26(C) of the Enabling Ordinance, Grantee shall provide, free of charge, one service outlet for regular subscriber service to each of the institutions and such other buildings used for governmental purposes as may be designated by the City in areas which are passed by Grantee's subscriber network system.
3. Access to Grantee's Facilities - Grantee shall permit the City and other local government agencies designated by the City to use its studio, facilities and equipment for municipal access programming. Grantee shall also provide direct audio and video feed capability between the municipal access studios and facilities and its cable television system.
4. Staff - During the term of this Agreement, Grantee shall provide, at a minimum, for one (1) full-time skilled employee to staff the municipal access studios and facilities, operate such studios and facilities, and create, produce and cablecast quality municipal access programming under the direction of the City. Said employee shall work during the hours and at the sites designated by the City and be competent, trained, and knowledgeable in all aspects of cable television production and programming.
5. Municipal Cable Access Capital Reserve - Within ninety (90) days of the effective date of the Agreement, Grantee, in cooperation with the other grantees operating within the City, shall set aside \$200,000.00 for the establishment of a \$1,000,000.00 Municipal Cable Access Capital Reserve. Such Reserve shall be established for developing and providing municipal access studios, facilities and equipment. Upon receipt of a written statement by the City detailing the studios, facilities and/or equipment to be provided and the time frames for providing such studios, facilities and/or equipment, Grantee in a timely manner shall provide in cooperation with the other grantees operating within the City such studios, facilities and/or equipment from said Reserve as requested by the City.

6. Municipal Cable Access Maintenance Fund - Commencing one (1) year after the effective date of the Agreement, Grantee shall provide \$10,000.00 to the City as requested on an annual basis for the maintenance and operation of the municipal access studios, facilities and equipment established pursuant to Section 5 of this Exhibit.

Exhibit I
ENHANCED/DEVELOPMENTAL SERVICES

Grantee shall provide the Enhanced/Developmental Services set forth below or such other Enhanced/Developmental Services it deems appropriate upon its determination that such services are technically and economically feasible:

1. Security, fire and medical alarms as set forth in Section XI-1c of Grantee's proposal.
2. Teletext as set forth in Section XI-1d of Grantee's proposal.
3. One-way pay-per-view as set forth in Section XI-1a of Grantee's proposal.
4. Two-way pay-per-view, videotext, opinion polling, Dow Jones News/Retrieval, Comp-U-Store Service and electronic games as set forth in Section XI(3-3f) of Grantee's proposal.
5. Home banking, video shopping, travel and entertainment service, and electric power management/meter reading as set forth in Section XI-(3-3h) of Grantee's proposal.

Exhibit J
CHICAGO ACCESS CORPORATION

1. Channel Commitments

Grantee shall dedicate ten percent (10%) of the channels on its subscriber network system, free of charge, as access channels for the exclusive use and control by the Chicago Access Corporation (CAC) pursuant to Section 19.1 of the Agreement.

2. Payment of Operating Expenses

Grantee, in cooperation with other grantees operating within the City ("the grantees") shall as set forth in 19.2 of the Agreement provide the CAC the amount of \$3,250,000.00 for operating or other expenses or costs to be paid thirty (30) days after the effective date of the Agreement.*

Thereafter, as set forth in Section 19.2 of the Agreement, the grantees shall provide the CAC the amount of \$3,000,000.00 for operating or other expenses or costs to be paid in yearly installments of \$1,000,000.00 commencing two (2) years and thirty (30) days after the effective date of the Agreement.

3. Percentage of Annual Gross Revenues

In addition to the payments set forth above, the grantees, as set forth in Section 19.2 of the Agreement, shall on a quarterly basis, commencing the sixth year after the effective date of the Agreement and for the term of the Agreement pay to the CAC one percent (1%) of the city-wide annual gross revenues received, up to an annual maximum of \$1,000,000.00. The grantees shall commence such payments within thirty (30) days after the end of the first fiscal quarter following the fifth anniversary of the effective date of the Agreement by filing a financial statement clearly showing city-wide gross revenues received up to the end of said fiscal quarter and simultaneously tendering such quarterly percentage payment to the CAC. Thereafter, the grantees shall file within thirty (30) days after each subsequent fiscal quarter, a financial statement clearly showing the city-wide gross revenues received during the preceding quarter and shall simultaneously tender payment of the quarterly percentage payment as calculated; provided, however, that the grantees shall adjust the fourth fiscal quarter percentage payment to reflect the proper balance due for the fiscal year; provided, further, that in the event

* Solely for purposes of calculating the time periods for payments required by this Exhibit J, the "effective date of the Agreement" shall mean the effective date of the Agreement for Franchise Area 1.

the grantees conduct an audit, the grantees may adjust payments due the CAC as a result of said audit for the prior fiscal year within one hundred twenty (120) days after the conclusion of said fiscal year without penalty or interest on such adjustment. Commencing the twelfth year after the effective date of the Agreement and for the term of the Agreement, the grantees shall provide additional payments to the CAC as follows: the grantees shall pay to the CAC one-half percent ($\frac{1}{2}\%$) of that amount of city-wide annual revenues which exceeds \$150,000,000.00 but is not greater than \$199,999,999.00 and the grantees shall pay to the CAC one-quarter percent ($\frac{1}{4}\%$) of that amount of city-wide annual revenues which exceeds \$200,000,000.00 but is not greater than \$250,000,000.00.

4. First Instance Capital Funding

The grantees shall provide the CAC the amount of \$250,000.00 to be paid one hundred eighty (180) days after the effective date of the Agreement. In addition, the grantees shall provide the CAC with one (1) mobile van which has a value of \$500,000.00. Such van shall be provided one hundred eighty (180) days after the effective date of the Agreement and such van shall become the responsibility of the CAC.

In addition, the grantees shall provide the CAC the amount of \$200,000.00 to be paid one (1) year and thirty (30) days after the effective date of the Agreement and \$200,000.00 to be paid two (2) years and thirty (30) days after the effective date of the Agreement.

Thereafter, commencing four (4) years and thirty (30) days after the effective date of the Agreement, the grantees shall provide the CAC with a fund for maintenance, upgrading and replacement of facilities and equipment. Such fund shall be established in an amount of \$250,000.00 during the fifth year and maintained at a maximum level of \$100,000.00 for each year thereafter for the term of the Agreement. Such funds shall be established for the CAC pursuant to the purposes and powers set forth in this Agreement and in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

The facilities and equipment fund may be drawn down from such funds by the CAC for the purposes set forth herein on an annual basis up to the maximum annual funding levels established in this Section. Unused funds shall not accumulate or roll over from year to subsequent year within the term of this Agreement as said facilities and equipment funds have been established to meet the projected needs of the CAC on an annual basis. Disagreements or disputes regarding disbursements from the facilities and equipment fund shall be referred to the Commission for resolution.

5. Other Assistance

Grantee shall cooperate with the CAC's liaison to Grantee to facilitate the mutual obligations of the Grantee and the CAC provided for under this Agreement and/or the written policies and procedures to be adopted by the parties pursuant hereto.

Grantee shall include appropriate designation of CAC's channels on channel cards provided to subscribers. Further, Grantee shall provide a listing of said channels and programming on Grantee's televised alphanumeric program guide if such a guide is utilized by Grantee and such a listing is economically feasible.

SECTION 2: Section 7 of the Agreement shall also be amended by adding the following section:

7.8 Competing Technologies

Notwithstanding any other provisions of this Agreement and except as provided herein, Grantee shall not be required to provide services to subscribers by rewiring buildings already wired for a competing technology so as to allow the residents of said building to receive non-broadcast video services. Upon the request of any landlord or any condominium or tenant association of any building already wired for a competing technology, Grantee, in a timely manner consistent with the construction schedule referred to in Section 11.2 of this Agreement, shall undertake a good faith effort including such pre-marketing and pre-construction design activities as may be necessary in order to ascertain the economic viability of providing cable television service to said building. Upon completion of its ascertainment, Grantee shall inform the person who made such request of the results of said ascertainment. Where the results of said ascertainment demonstrate the economic viability of said building, Grantee shall provide service in accordance with the construction schedule referred to in Section 11.2 of this Agreement. Where the results of said ascertainment fail to demonstrate the economic viability of said building, Grantee shall provide a written explanation of the results of said ascertainment to the person who initially requested said ascertainment.

SECTION 3: The terms and conditions of Sections 1 and 2 of this Amending Agreement as set forth above shall be effective and binding on the City and the Grantee if, and only if, there is an acceptance of the Area 1 franchise agreement by Communications and Cable of Chicago, Inc. pursuant

to Section 113.1-55(A) of the Chicago Cable Communications Ordinance, Chapter 113.1 of the Municipal Code of the City of Chicago.

SECTION 4: The parties hereby agree that the amendments set forth in Sections 1 and 2 of this Amending Agreement constitute all the amendments that the Grantee is entitled to pursuant to Section 3 of the Granting Ordinance dated February 15, 1984.

In witness whereof, the parties have caused this Agreement to be executed by their respective, duly authorized agents or officers as of the day and year set forth below.

City of Chicago

Date

Harold Washington, Mayor

Grantee

Approved as to form
and legality

Corporation Counsel

AMENDING AGREEMENT

This Amending Agreement made and executed this _____ day of 1985, by and between the City of Chicago (the "City") and Chicago Cable Communications (the "Grantee"):

WITNESSETH

WHEREAS, after conducting public hearings affording the public a reasonable opportunity to comment thereon, the City Council on February 15, 1984 in a Granting Ordinance dated February 15, 1984 approved and adopted the franchise agreements for Franchise Areas 2, 3, 4 and 5 and granted non-exclusive franchises to construct, install, maintain and operate cable communications systems in said Franchise Areas to Group W Cable Associates of North Central Chicago, Group W Cable Associates of North West Chicago, Chicago Cable Communications and Stellar Continental Cable, Inc., respectively; and

WHEREAS, Section 3 of the Granting Ordinance provides:

"That in approving and adopting said franchise agreements the City Council agrees that in the event a subsequent franchise is awarded on terms or conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' or applicants' respective franchise proposals, then the grantees in Franchise Areas 2, 3, 4 and 5 shall be entitled to any such similar terms and conditions by appropriate amendment of their respective franchise agreements"; and

WHEREAS, The City Council has awarded a subsequent franchise to Communications and Cable of Chicago, Inc., the grantee in Franchise Area 1, on terms and conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' respective franchise proposals; and

WHEREAS, pursuant to Section 3 of the Granting Ordinance, the grantees in Franchise Areas 2, 3, 4 and 5 are entitled to such favorable terms and conditions by appropriate amendment to their respective franchise agreements.

NOW, THEREFORE, in consideration of the above, the parties hereby agree as follows:

SECTION 1: Sections 1(E), 4.4, 6.1, 7.1, 7.5, 7.6, 8.1, 8.2, 8.11, 11.2, 15.2, 16.1, 17, 18, 19.1, 19.2, 19.3, 19.5, 19.6, 19.7, 21.1, 21.2, 22.1, 22.2, 23, 26.6, 26.10, and 29.5(d) and Exhibits C, D, F, G, H, I and J of the Franchise Agreement between the City and the Grantee dated March 16, 1984 (the "Agreement") shall be amended by substituting the following therefor:

1 Definitions

E. "Major Outage" means that simultaneous loss of service (i.e., total loss of signals on any cable of Grantee's subscriber network system) occurs to five hundred (500) or more subscribers.

4.4 Other Forms of Compensation

This section is not applicable to Franchise Area 4.

6.1 Amount

Pursuant to the terms and conditions set forth in Section 113.1-19 of the Enabling Ordinance, the amount of the letter of credit shall be five hundred thousand dollars (\$500,000.00); provided, however, that the amount of the letter of credit shall be three hundred seventy five thousand dollars (\$375,000.00) per franchise area if the Grantee or its affiliates participates in two of the City's franchise areas; provided, further, that the amount of the letter of credit shall be three hundred fifty thousand dollars (\$350,000.00) per franchise area if the Grantee or its affiliates participates in three of the City's franchise areas.

7.1 Subscriber Services and Fees

Grantee shall provide to subscribers the broad categories of programming services set forth in Exhibit C attached hereto and made a part hereof. Grantee shall have the authority and right to change the monthly subscriber fees for all such services upon thirty (30) days prior written notice to the Commission and the subscribers affected thereby. Such authority and right of Grantee to change said monthly subscriber fees shall exist until such time as the City exercises its right to establish procedures for the review of subscriber rates pursuant to Section 113.1-21(E) of the Enabling Ordinance.

7.5 No Interference With Service

If the Commission fails, if required, to approve a request by Grantee to increase the fees charged for its services or to decrease the services or channels offered or if the Council, pursuant to Section 113.1-21 fails, if required, to approve Grantee's petition for a change in its fee schedule, Grantee shall not deny, delay, interrupt or terminate any of its services because such requests or petitions were denied.

7.6 Extra-Long Drops

If the installation of a service outlet requires an aerial drop in excess of one hundred fifty (150) feet or an underground drop in excess of seventy-five (75) feet, Grantee may charge the subscriber an amount that is equal to the costs of time and materials in accordance with industry standards for that portion of the drop in excess of one hundred fifty (150) feet or seventy-five (75) feet, respectively. Grantee shall provide the subscriber a written estimate of the costs of installing an extra-long drop and obtain such subscriber's written consent prior to any installation of such drop; provided, however, that Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.

8.1 Subscriber Network System

Grantee shall construct a subscriber network system utilizing one trunk and one feeder cable, providing a minimum upper limit bandwidth of 550 MHz with return transmission paths, which shall be capable of transmitting eighty-two (82) channels downstream and four (4) channels upstream in accordance with the design set forth in Section VI of Grantee's proposal notwithstanding the upper limit bandwidth or number of cables referred to therein. Such system shall be designed and constructed as a 550 MHz system with 550 MHz high capacity passives to provide a minimum of

eighty-two (82) channels downstream and four (4) channels upstream and initially be activated at a minimum upper limit bandwidth of 450 MHz providing a minimum of sixty (60) channels downstream, activated upon initiation of service to subscribers. Grantee shall expand the initial channel capacity of such system as soon as 550 MHz technology has been reasonably perfected to ensure high performance and quality throughout the distribution network system and as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed. Grantee may also utilize an alternative technology or a combination of alternative technologies to provide cable service to subscribers; provided, however, that said alternative technology or combination thereof provides a minimum of fifty-four (54) non-broadcast channels downstream, activated upon initiation of service to subscribers. When it is technically and economically feasible, Grantee shall expand the initial capacity of those portions of its cable television system utilizing an alternative technology or combination thereof as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed.

8.2 Institutional Network System

Grantee shall provide capacity on the subscriber network system for an institutional network system. If Grantee determines the need for additional channel capacity or the activation of upstream channel capacity for its institutional network system, Grantee shall provide such additional capacity or activate any or all of such capacity either on the subscriber network system or on a separate institutional network system upon its determination that such capacity is technically and economically feasible.

8.11 Status/Performance Monitoring Equipment

Where the bi-directional trunk of Grantee's cable television system has been activated, Grantee shall locate automatic status/performance monitoring equipment at not fewer than one-third (1/3) of all trunk amplifier stations on its subscriber network system, including super trunk amplifier stations used to interconnect Grantee's hubs and headends. The status/performance monitoring system shall provide a record indicating the date, time and nature of the defect or fault and, at a minimum, be capable of indicating the total loss of one or more control carriers. Furthermore, Grantee shall provide monitoring equipment sufficient to ensure the reliable performance of its institutional network system.

11.2 Construction Schedule and Map

Pursuant to Section 113.1-31(D) of the Enabling Ordinance, Grantee shall, within three (3) months of the date

of its acceptance of this Agreement, furnish the Commission a complete construction schedule and map. Such schedule and map shall be consistent with Grantee's construction timetable referred to herein which upon approval by the Commission shall be attached hereto as Exhibit E-2 and made a part hereof. More specifically, such construction schedule shall be set forth by utility quarter section and indicate the approximate amount of plant mileage within Franchise Area 4 to be constructed and activated on the subscriber network system on a quarterly basis and the scheduled dates for completion of construction of all major facilities. Grantee's construction schedule shall be submitted by Grantee to the Commission on forms set forth in Exhibit E-1. Grantee's construction map shall, at a minimum, set forth the location of all major facilities, trunk and supertrunk lines for Grantee's subscriber system. Furthermore, Grantee's construction schedule and map shall be updated whenever substantial changes become necessary. A substantial change in the construction schedule shall be deemed to occur whenever an adjustment is necessary that would result in a delay in Grantee's quarterly schedule as set forth therein. In no event shall a change in the construction schedule that would result in a delay inconsistent with Grantee's construction timetable referred to in Section 11.1 hereof be permitted except upon prior approval of the Commission. In addition, upon commencement of construction of its cable television system, Grantee shall, for informational purposes on the forms set forth in Exhibit E-1 attached hereto and made a part hereof, notify the Commission in writing on a monthly basis of those areas where strand or cable has been installed or where service is being provided.

15.2 Capacity and Timetable

Interconnection of all cable television systems within the City shall, at a minimum, provide adequate capacity for one (1) channel including two (2) subcarriers to be delivered from each of grantees' franchise areas to a central interconnection facility and four (4) channels including two (2) subcarriers to be delivered to each of grantees' franchise areas from a central interconnection facility. Said interconnection shall be operational within one (1) year of service being delivered by any grantee to its first subscriber. Additional channel capacity shall be incrementally activated on an as-needed basis up to two (2) channels to be delivered from each franchise area to a central interconnection facility and eight (8) channels to be delivered to each franchise area from a central interconnection facility; provided, however, that the grantees as part of the interconnection plan referred to in Section 15.3 of this Agreement may submit an alternative design that equals or exceeds the performance and capabilities of the design referred to herein.

16.1 Standard Allocation

Grantee shall at all times provide the same channel allocations for the following channels as provided for by all grantees operating cable television systems within the City:

- A) Three (3) local origination channels, not more than two (2) of which may be alpha-numeric;
- B) All channels under the control of the Chicago Access Corporation;
- C) At least two (2) leased access channels;
- D) At least two (2) local government access channels; and
- E) All television broadcast signals required to be carried by FCC regulations.

Grantee, in agreement with all other grantees operating cable television systems within the City, has established a standard channel allocation as set forth in Exhibit F attached hereto and made a part hereof. This allocation shall be binding on all such grantees.

17 Universal Subscriber Service

This section is not applicable to Franchise Area 4.

18 Local Origination

During the term of this Agreement, Grantee, in cooperation with the other grantees operating within the City, shall provide for local origination as set forth in Exhibit G and Attachment G1 attached hereto and made a part hereof.

19.1 Channel Commitments

Pursuant to Section 113.1-36(A) of the Enabling Ordinance, Grantee shall dedicate ten percent (10%) of its usable channels from their inception as access channels on its subscriber network system as set forth in Exhibit J attached hereto and made a part hereof. All such channels shall be provided to the CAC free of charge and be under the exclusive use and control of the CAC; provided, however, that such channels are utilized by the CAC for non-commercial programming and purposes and without any charges by the CAC to any subscriber or advertiser. Under no circumstances shall Grantee have the authority or right to exercise any control over the use or operation of such channels except as provided in Section 113.1-36(B) of the

Enabling Ordinance. Neither Grantee nor the CAC shall be liable for the quality or content of programming produced or transmitted by the other.

19.2 Payments and Contributions

Pursuant to Section 113.1-37 of the Enabling Ordinance, Grantee shall, in cooperation with other grantees operating within the City, pay directly to the CAC such capital and operating payments as set forth in Exhibit J attached hereto and made a part hereof at the times set forth therein. The grantees for Areas 1,2,3,4, and 5, respectively, shall be obligated for a 20% pro-rata share of all capital payments to the CAC as set forth in Section 4 of Exhibit J attached hereto and made a part hereof. The grantees for Areas 2,3,4, and 5, respectively, shall be obligated for a 25% pro-rata share for all non-capital payments to the CAC as set forth in Sections 2 and 3 of Exhibit J attached hereto and made a part hereof, recognizing that the Grantee in Area 1 shall not be obligated to make non-capital payments to the CAC. Such payments referred to herein shall be under the exclusive use and control of the CAC pursuant to the purposes and powers set forth in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

19.3 Equipment

In addition to the facilities and equipment commitments set forth in Exhibit J attached hereto and made a part hereof, Grantee shall provide, free of charge, modulators and other necessary equipment to permit full and practical utilization from the Grantee's headend downstream, by conventional technical means, of each CAC channel as from time to time requested by the CAC but in no event earlier than system activation. Furthermore, Grantee shall insure that its cable television system is constructed and operated to enable the CAC, at its own costs, to cablecast live programming from remote locations with no charge to the CAC for access to Grantee's existing facilities suitable for such purposes at Grantee's headend.

19.5 Recomputation

Commencing after the fifth year, the City, upon written request of the CAC, which request shall be no earlier than one hundred (120) days following conclusion of Grantee's fiscal year, shall exercise its right to inspect Grantee's books and records and to audit and recompute the amount determined to be payable to the CAC as a percentage of Grantee's annual gross revenues pursuant to Section 113.1-17(C) of the Enabling Ordinance provided that the City be reimbursed by the CAC for any costs incurred in

exercising such a right in the event Grantee is not liable for said costs. If, after exercising such a right, the City determines that an additional amount is due the CAC, Grantee shall pay the CAC such additional amount within thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance.

19.6 Interest

If any of the payments referred to in Section 19.2 hereof are not made on or before the due dates set forth in Exhibit J attached hereto and made a part hereof, Grantee shall pay to the CAC from such due date on the amount due and owing until such amount is paid in full the prime rate of interest effective as of the due date publicly announced by the First National Bank of Chicago. If an additional amount is due the CAC as a result of the audit referred to in Section 19.5 hereof and such amount is not paid within said thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance, Grantee shall pay to the CAC on the amount due and owing until such amount is paid in full the prime rate of interest effective as of such date publicly announced by the First National Bank of Chicago..

19.7 CAC/Grantee Policies and Procedures

In order to facilitate smooth operations and working arrangements between the CAC and Grantee and to resolve all practical difficulties in the implementation of Grantee's commitments to the CAC, within one hundred and twenty (120) days after the effective date of this Agreement or such later date as agreed upon by Grantee and the CAC, Grantee and the CAC shall develop written policies and procedures which shall be filed with the Commission. Said policies and procedures shall detail the mutual obligations of Grantee and the CAC in a manner not inconsistent with this Agreement and shall include an acknowledgement by the CAC and Grantee that, with respect to any mutual obligations provided for under this Agreement and the written policies and procedures to be adopted by the parties pursuant hereto, each shall act in a reasonable, expeditious and timely manner.

21.1 Description

During the term of this Agreement, Grantee shall provide for municipal utilization on its subscriber network system as set forth in Section X of Grantee's proposal and Exhibit H attached hereto and made a part hereof. The channels dedicated to the use and control of the City and other local government agencies designated by the City as set forth in Exhibit H attached hereto and made a part hereof shall be utilized for non-commercial programming and purposes and without any charges by the City to any subscriber. Grantee shall have no authority or control over any programming

cablecast on such dedicated channels. All programming cablecast on such dedicated channels shall not be considered origination cablecasting for purposes of Grantee's compliance with Section 76 Subpart G of the FCC rules and regulations unless otherwise determined by the FCC with respect to Grantee. Grantee shall have no responsibility under Section 113.1-26(D) of the Enabling Ordinance for programming cablecast on any such dedicated channel. Furthermore, nothing in this Section shall be construed to imply that Grantee is a common carrier.

21.2 Additional Channel Capacity

Upon demonstration by the City of full utilization of the channel capacity dedicated to the City, Grantee shall exercise its best efforts to provide additional channel capacity to the City on its cable television system to meet the reasonable needs of the City unless to do so would place an unreasonable economic burden on Grantee.

22.1 Description

Grantee shall provide Enhanced/Developmental Services as set forth in Exhibit I upon its determination that such services are technically and economically feasible.

22.2 Fees

Pursuant to Section 113.1-22(E) of Enabling Ordinance, Grantee shall submit the fees to be charged for its Enhanced/Developmental Services to the Commission not less than thirty (30) days prior to any marketing of such services.

23 Institutional Network System

Grantee may operate and maintain a bi-directional institutional network system in accordance with Section 8.2 hereof. Furthermore, Grantee may activate any part or all of its institutional network system upon its determination that such activation is technically and economically feasible.

26.6 Grantee Solicitation

At the time Grantee solicits the residents of an area for subscription of services, Grantee shall provide such residents a simple, but thorough written explanation of all services offered, the price of such services, the parental lock-out device, installation procedures and privacy rights of the subscriber as set forth in Section 113.1-32 of the Enabling Ordinance and Section 28 of this Agreement.

26.10 Program Guides

In the event Grantee or its agent provides to Grantee's subscribers written program guides, such guides shall list, at a minimum, all non-must carry channels carried on Grantee's cable television system and shall, to the extent reasonable as determined by Grantee, list all programs carried on such channels.

29.5 Liquidated Damages

Grantee agrees the following will result in damages to the City that will be impracticable or difficult to ascertain and therefore, agrees to pay to the City the following amounts which shall not be considered in the nature of penalties:

- d) Except as approved by the Commission or the Council, if required, a material failure to provide the services set forth or referred to in Section 7 of this Agreement in accordance with the requirements set forth therein, \$250.00 a day for each day or part thereof that such failure continues.

Exhibit CSUBSCRIBER SERVICES

In addition to other services Grantee may offer, Grantee shall provide on its lowest-priced tier of service and to all subscribers: two (2) local government access channels; all channels dedicated to the CAC; all television broadcast signals required to be carried by FCC regulations; two (2) leased access channels; and three (3) local origination channels, not more than two (2) of which may be alphanumeric.

Grantee shall, in addition, offer the following broad categories of programming services which are available and meet the needs of the subscribers: children's programming, family programming, cultural programming, educational programming, consumer programming, ethnic programming, entertainment programming, music programming, sports programming, news and public affairs programming, business programming, religious programming and special interest programming.

Exhibit DUSER DISCOUNTS

Upon activation of an institutional network system, a discount for government and not-for-profit institutions shall be established subject to applicable regulatory approvals.

Exhibit F
Standard Channel Allocation

<u>Cable-Channel</u>	<u>Service</u>
2	WBBM
3	L.O. - 1
4	CAC - 1
5	WMAQ
6	GOV'T ACC. - 1
7	WLS
8	CAC - 2
9	WGN
10	LEASED ACC. - 1
11	WTTW
12	WCAE - (Grantee may use until such time as WCAE is on-air)
13	CAC - 3
14	FAA
15	FAA
16	FAA
17	CAC - 4
18	L.O. - 2/WSNS
19	CAC - 5
20	WYCC
21	CAC - 6
22	WCFC
23	GOV'T ACC. - 2
24	LEASED ACC. - 2
25	WFBM
26	WCIU
27	
28	WDAI - (Grantee may use until such time as WDAI is on-air)
29	L.O. - 3
30	WPWR/WBBS (ch. 60 shrd.)
31	
32	WFLD

Exhibit GLOCAL ORIGINATION

The following local origination plan is a joint effort of all Grantees operating within the City which commits a total of \$6,000,000.00 to develop local origination programming. Exhibit G and its Attachment G1 is not only applicable to Area 1, but upon the acceptance of the Franchise Agreement for Area 1, shall replace the Exhibit Gs for the Franchise Agreements for Areas 2,3,4, and 5. Unless otherwise specifically stated herein, the Grantees for Areas 1,2,3,4, and 5 (the "grantees") shall be jointly and severally liable for the obligations stated herein.

- 1) Number of Channels - During the term of the Agreement, the grantees jointly shall provide and program one (1) full-time non-alphanumeric local origination channel. In addition, the Grantee shall provide and program two (2) alphanumeric local origination channels. The Grantee may provide additional local origination channels on its cable television system; provided, however, that in no event shall the minimum weekly hours of non-alphanumeric programming as set forth in Attachment G1 be shifted from the non-alphanumeric local origination channel to any additional local origination channel.
- 2) Staff - The grantees shall provide the level and quality of staffing necessary to develop and produce programming to fulfill their local origination requirements.
- 3) Studios and Equipment - The grantees shall provide in the year so designated and throughout the term of the Agreement the studio, facilities and equipment set forth in attachment G1 or a studio, facilities and equipment of equal or greater performance or capabilities.
- 4) Production - During Years 1 through 5, the grantees shall, at a minimum, for the number of hours per week set forth in Attachment G1, locally produce and cablecast its local origination programming (excluding access, alphanumeric or satellite delivered services) on its non-alphanumeric local origination channel. Thereafter, for the term of the Agreement, the grantees shall, at a minimum, produce and cablecast such local programming for the number of hours set forth in Attachment G1 for Year 5.

ATTACHMENT G1
JOINT LOCAL ORIGINATION PROPOSAL OF CHICAGO CABLE OPERATORS

The cable operators operating in the City of Chicago are committed to producing quality local origination programming. It is the strong belief of these cable operators that a centralized approach to the production of local origination programming is in the best interests of the City, the cable companies and cable subscribers. It is also the belief of these operators that local origination programming should supplement, but not duplicate, the other locally produced programming that is available on the operators' cable systems. Besides local origination programming, the other requirements imposed upon the operators for locally produced programming are in the areas of public, government and commercial or leased access. While public access is under the control of the Chicago Access Corporation (CAC), government access under the control of the City, and commercial or leased access under the control of third parties, local origination falls solely under the control of the cable operator and/or its contractors.

It is not the intent of the cable operators to compete with or duplicate programming produced by the CAC, the City or commercial access users. Instead the operators want to compliment these other forms of local programming with programs that are non-duplicative, able to fill the void not filled by other local programs and able to attract and retain cable subscribers. The cable operators are jointly committing \$6,000,000.00 to underwrite their local origination efforts in Chicago.

With these objectives in mind, the Chicago cable operators propose the following joint local origination proposal:

1. LOCAL ORIGINATION CHANNELS

During the term of the Agreement, the cable operators will jointly provide one full-time non-alphanumeric local origination channel. In addition, the individual operators in Areas 1,2,3,4, and 5 will be responsible for programming two alphanumeric local origination channels for each franchise area.

2. STAFF

During the term of the Agreement, the cable operators will provide the level and quality of technical, engineering, programming and administrative staff necessary to develop and produce programming to fulfill their local origination requirements.

3. LOCAL TALENT

The combined local origination effort for Areas 1,2,3,4 and 5 will include substantial efforts by the cable operators to utilize and develop local talent for local origination purposes. In addition, the use of full-time and part-time internship programs for local residents should increase the local residents potential for employment as demand requires. Through their combined local origination efforts, the cable operators will seek to establish ongoing relationships with local high schools, colleges, and other educational institutions for an accessible pool of individuals with an interest in local origination.

4. PRODUCTION

During Years 1 through 5, the cable operators will jointly provide, at a minimum, the number of hours per week set forth below to locally produce and cablecast their local origination programming (excluding access, alphanumeric, or satellite delivered services) on the non-alphanumeric local origination channel.

Hours of Production

*Yr. 1	<u>9</u>
Yr. 2	<u>12</u>
Yr. 3	<u>15</u>
Yr. 4	<u>20</u>
Yr. 5	<u>20</u>

Thereafter, the cable operators will at a minimum, produce and cablecast 20 hours per week of local programming. The cable operators will expend the necessary amount of funds within their \$6,000,000.00 overall local origination commitment to produce the above stated hours per week of quality local origination.

-
- * For purposes of this local origination proposal, Year 1 will commence on the first anniversary of the delivery of service to all the franchise areas or upon the second anniversary of the delivery of service to any one franchise area, whichever occurs first.

5. LOCAL ORIGINATION FACILITIES AND EQUIPMENT

Under this joint local origination plan, the cable operators will jointly provide a centralized local origination studio facility and mobile equipment. This central facility and accompanying equipment will be in place prior to the Year 1 triggering date so that the operators can meet their local origination commitments on schedule. The central facility will be of sufficient square footage to house all necessary directly-related facilities such as: editing, preparation, storage, and control room areas as well as related office areas required for local origination programming production purposes. The following pages detail the types of facilities and equipment proposed for a central local origination studio, mobile equipment, post-production facility, screening facility, master control and central maintenance facilities. The estimated cost of the facilities and equipment is \$1,200,000.00 and the anticipated costs of leasehold improvements is \$300,000.00.

MAIN STUDIO

Featuring quality cameras from Hitachi, Sony 1" and 3/4" video tape machines, discrete production/post-production areas, versatile electronic graphics, professional quality audio, video and lighting support and a film chain for high quality transfer to videotape of slides, super 8mm and 16mm film.

PRODUCTION EQUIPMENT FOR LOCAL ORIGINATION STUDIO

3	FP 60's	Hitachi 3 Tube Studio Cameras with 1 inch Saticon Tubes (each including) a. HP-60 Camera head b. VM-702 7" viewfinder c. C-1205 50' camera cable d. A404 1 H vertical enhancer e. CCU-60 Camera control unit f. ROP-60 Remote panel g. C-1103 30' ROP cable
3	K10X 15RW-1	Fujinon 10:1 15-150mm F1.8 Lenses
3	C1205	50' camera cables
3	BVH 2000/02	Sony type "C" Helical videotape recorder/editors
3	BVT 2000	Sony Time Base Correctors
3	BKH 2100	NTSC plug-in boards
3	BK 800	8 line memory boards
1	BVE 800	Sony video tape editor controller
2	BK 8072	Sony interfaces
3	BKH 2015	Plug-in reader/generators
3	BK 2014	Cabinets
1	1470	Tektronix sync generator
1	Series 21	Dynair audio follow video switcher 20x20
1	1600 IL	Grass Valley special effects generator/ production switcher
3	P4/H2/RH	ITE pedestal/head and second handles
4	528	Tektronix Waveform monitors
1	1420	Tektronix vectorscope
1	465 DM44	Tektronix Oscilloscope
3	5722R513	Conrac high resolution color 52540 monitors

Production Equipment for Local Origination Studio (continued)

5	TCI209/04	RCA dual 9" black & white monitors
1	Q7	Quanta Character Generator
1	12B	Quantum audio board
1	Lot	Dynair video and audio DAS
1	4305	Zeimark film cabin (with accessories)
1	D75	Crown audio amplifier
1	Lot	RTS intercom
1	Lot	Miscellaneous audio a. microphone b. cart machine c. cassette machine d. open reel tape deck e. turntable
1	Lot	Berkey Colortran lights (50 by 60)
1	Lot	Installation Parts and labor to include: a. Project engineering b. Technical Services c. Drafting

MULTI-CAMERA VAN

Featuring versatile portable cameras with studio viewfinders, 3/4" video tape machines, and a microprocessor controlled production switching system.

CHICAGO MULTI-CAMERA VAN

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
3	Portable color cameras w/14:1 zoom lenses 300' camera cable, remote operations panels and studio viewfinders	Hitachi	SK-81
3	Camera tripods, dollies, heads	Quickset	2000, Hercules
1	Microprocessor controlled production switcher	Echo-Lab	Seg-3
2	17" color monitors	Videotek	VM17R
1	Engineering Monitor	Tektronix	650HR
1	Waveform monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	Broadcast 3/4" Recorder	Sony	BVU-800
1	Time base corrector	Digital Video	Phaser
1	Compliment of time code equipment	Sony	
1	Synchronizing generator	Tektronix	1470
1	Graphic generating system	Quanta	Q-7A
1	Audio console	ISI	1002
5	Video distribution amplifiers	Shintron	
3	Audio distribution amplifiers	Sigma	AD 105
1	Audio cartridge machine	Broadcast Electronics	

Chicago Multi-Camera Van (continued)

1	Intercom System	RTS	
1	HMI portable lighting system	HMI	
1	Audio Speaker		
6	9" black and white monitors	Panasonic	WV5352
2	12 x 1 routing switchers	Lenco	
1	System of assorted microphones	Electro-Voice	

Vehicle includes:

- Cutaway van chassis
- All heavy duty options
- Air conditioning
- Custom-built consoles
- 6.5 KW Generator
- Roof top camera platform

Including all cables, connectors and assorted items.

3 ELECTRONIC FIELD PRODUCTION SYSTEMS

Capable of providing broadcast quality field production, each system features the Broadcast Saticon Hitachi FP-40, and O'Connor tripod and head, and a full compliment of field production audio/video equipment. Each EFP system will provide production capability to match any local television station.

ELECTRONIC FIELD PRODUCTION SYSTEMS

Each of the 3 Electronic Field Production Systems contains the following equipment.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Portable color camera with broadcast saticon tubes and complete support accessories	Hitachi	FP40SS
1	Cannon 13:1 zoom lens with 2X extender	Cannon	J13X9B1E
1	Quick charger	Hitachi	QC40
1	Belt holder for CP-40 battery	Hitachi	DH40
1	Rear lens conversion kit	Cannon	SCK-13
1	Battery powered sun gun	Cine 60	SGK9127FC
1	Lighting kit	Lowell	TC-94
1	Claw ball tripod	O'Connor	Regular
1	Time code generator	Sony	
1	Fluid head, with quick release	O'Connor	50-D, QRP
1	Portable 3/4" VTR	Sony	4800
2	Batteries for VTR	Sony	BP60
2	Omnidirectional microphones	Electro-Voice	EV-635A
2	Lavalier microphones	Sony	ECM50PS
1	Portable audio mixer	Sony	MX650
1	Headset	Koss	Pro 4AA
1	Portable monitor with charger	JVC	TM41AV, AAP-41AV

Assorted cables, connectors and cases to configure system for portable indoor/outdoor use.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

A 3/4" editing system, capable of dissolving one taped source into another and recording on yet a third machine, is the main component of the A/B Roll Post-Production Facility.

This highly sophisticated post-production facility features the Convergence editing system for complete keyboard controlled editing and special effects. It also includes facilities for electronic graphics, and audio inputs from a turntable or audio cassette. This facility is fully capable of providing state-of-the-art 3/4" post-production of field and/or studio footage.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Playback	Sony	5800
2	3/4" Record/Edit VTRs	Sony	5850
1	Dual Time Base Corrector	ADDA	AC-20
1	Computerized Editing Controller with Three Interfaces, and Time Code Readers and Generators	Convergence	ECS-103C
1	Audio Cassette Machine	Technics	RSM-65
1	Audio Console	Sony	MX-650
1	Audio Equalizer	Shure	SR-170
1	Turntable	Technics	SC-1200 MKII
1	Waveform Monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	10 x 1 Switcher	3M	101
1	Microphone for Voice Over	Electro-Voice	EV-635A
2	Dual 9" Monitors	Panasonic	WV-5302
1	15" Color Monitor with A-B Pulse Cross	Videotek	VM-15PRO
1	Graphics Generator	Quanta	Q7A
1	Synchronizing Generator with Test Signals	Tektronix	1470

3/4 Inch A/B Roll Post-Production Facility (continued)

- 1 Audio Amplifier
- 1 Speaker
- 1 Editing Console
- 1 Lot Misc. Cables,
Connectors and
Rackmounts to Configure
Facility

SCREENING FACILITY

This screening facility consists of a 3/4" player equipped with search capability, a remote control, scene selection and edit preparation, a 17" color monitor/receiver, time code reader and console. It will allow producers, directors and others to screen raw footage and completed segments, as well as review completed shows. Use of this facility can greatly improve the quality of work and enhance productivity.

SCREENING FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Player	Sony	5000
1	Remote Control	Sony	RM
1	17" Monitor/Receiver	Videotek	VM17
1	Time Code Reader	ESE	

Includes all Connectors
to Configure Screening
Room.

CHICAGO MASTER CONTROL

The Master Control Facility would serve the need for playback of videotape materials. It features full computer control, graphics insertion capability for channel identification during program hours and much more.

CHICAGO MASTER CONTROL

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
4	Playback Videotape Machines	Sony	VP5000
2	Time Base Correctors	Microtime	T-120
4	B&W Monitors 9"	Panasonic	WV5352
2	Waveform Monitors	Tektronix	528A
2	Vectorscopes	Tektronix	1420
1	Routing Switcher and Computer Control System	DiTech	Pace 2000
1	10 Channel Character Generator	Video Data	Custom
2	Audio Cartridge Machines	Broadcast Electronics	2100P
6	Automatic Audio Controls	JBL	7130
2	Background Audio Generators		
3	Color Monitors/ w/Audio	Videotek	RM15R
3	Time Code Readers	ESE	Custom
3	Modulators for Feeding L.O. onto the Cable System		

Includes all cables, connectors interfaces and consoles.

CENTRAL VIDEO MAINTENANCE FACILITY

The Central Video Maintenance Facility will efficiently provide for the repair and maintenance of all video and studio equipment which we have included in our proposal. The maintenance staff will use the full compliments of stationary and portable test equipment and tools that are housed in this facility. One newly featured piece of portable testing equipment is the Tektronix 380 NTSC test monitor. This unit incorporates the functions of a waveform monitor, vectorscope and an oscilloscope, thus enabling the user to examine the entire video signal. Engineers will travel wherever necessary for routine maintenance, instruction, and troubleshooting.

In light of the sophistication of the proposed facilities, this centralized maintenance and repair system is the most effective, cost-efficient and reliable approach.

CENTRAL VIDEO MAINTENANCE FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Full Test Waveform Monitor	Tektronix	1480
1	Portable Oscilloscope with Digital Multi-Meter	Tektronix	465 DM44
1	Full Test Vectorscope	Tektronix	520
1	350 MHZ Dual Trace Oscilloscope	Tektronix	485
1	Portable Combination Waveform, Vectorscope Oscilloscope Unit	Tektronix	380
1	NTSC Signal Generator with Multiple Options	Tektronix	1410, SPG1, SPG2, TSG1, TSG2, TSG3
1	Engineering Color Monitor	Videotek	VM12PRO
3	Service Master Tool Kits	Xcelite	99SMW
1	Attache Tool Set	Comprehensive	TCI00ST
1	Digital Frequency Counter	Leader	LDC-822
2	Digital VOMS	B-K	2810

Includes all assorted tools and test equipment to equip the video maintenance shop.

Exhibit H
MUNICIPAL UTILIZATION

SUBSCRIBER NETWORK SYSTEM

1. Channel Commitments - Grantee shall provide, free of charge, two (2) local government access channels on its subscriber network system for the exclusive use and control of the City and other local government agencies designated by the City. Said channels shall be administered by the City.
2. Service Outlets - Pursuant and in addition to Section 113.1-26(C) of the Enabling Ordinance, Grantee shall provide, free of charge, one service outlet for regular subscriber service to each of the institutions and such other buildings used for governmental purposes as may be designated by the City in areas which are passed by Grantee's subscriber network system.
3. Access to Grantee's Facilities - Grantee shall permit the City and other local government agencies designated by the City to use its studio, facilities and equipment for municipal access programming. Grantee shall also provide direct audio and video feed capability between the municipal access studios and facilities and its cable television system.
4. Staff - During the term of this Agreement, Grantee shall provide, at a minimum, for one (1) full-time skilled employee to staff the municipal access studios and facilities, operate such studios and facilities, and create, produce and cablecast quality municipal access programming under the direction of the City. Said employee shall work during the hours and at the sites designated by the City and be competent, trained, and knowledgeable in all aspects of cable television production and programming.
5. Municipal Cable Access Capital Reserve - Within ninety (90) days of the effective date of the Agreement, Grantee, in cooperation with the other grantees operating within the City, shall set aside \$200,000.00 for the establishment of a \$1,000,000.00 Municipal Cable Access Capital Reserve. Such Reserve shall be established for developing and providing municipal access studios, facilities and equipment. Upon receipt of a written statement by the City detailing the studios, facilities and/or equipment to be provided and the time frames for providing such studios, facilities and/or equipment, Grantee in a timely manner shall provide in cooperation with the other grantees operating within the City such studios, facilities and/or equipment from said Reserve as requested by the City.

6. Municipal Cable Access Maintenance Fund - Commencing one (1) year after the effective date of the Agreement, Grantee shall provide \$10,000.00 to the City as requested on an annual basis for the maintenance and operation of the municipal access studios, facilities and equipment established pursuant to Section 5 of this Exhibit.

Exhibit I
ENHANCED/DEVELOPMENTAL SERVICES

Grantee shall provide the Enhanced/Developmental Services set forth below or such other Enhanced/Developmental Services it deems appropriate upon its determination that such services are technically and economically feasible:

1. Dow Jones Text Retrieval as set forth in Section XI-1(1-2) of Grantee's proposal.
2. Videotext as set forth in Section XI-1(2) of Grantee's proposal.
3. Four (4) one-way pay-per-view channels as set forth in Section XI-1(1) of Grantee's proposal.
4. Energy management as set forth in Section XI-1(2) of Grantee's proposal.
5. Two-way pay-per-view, instructional services, opinion polling/subscriber response and security services as set forth in Section XI-1(3-5) of Grantee's proposal.
6. Shop-at-home as set forth in Section XI-3(1-2) of Grantee's proposal.
7. Bank-at-home as set forth in Section XI-3(3) of Grantee's proposal.

Exhibit J
CHICAGO ACCESS CORPORATION

1. Channel Commitments

Grantee shall dedicate ten percent (10%) of the channels on its subscriber network system, free of charge, as access channels for the exclusive use and control by the Chicago Access Corporation (CAC) pursuant to Section 19.1 of the Agreement.

2. Payment of Operating Expenses

Grantee, in cooperation with other grantees operating within the City ("the grantees") shall as set forth in 19.2 of the Agreement provide the CAC the amount of \$3,250,000.00 for operating or other expenses or costs to be paid thirty (30) days after the effective date of the Agreement.* Thereafter, as set forth in Section 19.2 of the Agreement, the grantees shall provide the CAC the amount of \$3,000,000.00 for operating or other expenses or costs to be paid in yearly installments of \$1,000,000.00 commencing two (2) years and thirty (30) days after the effective date of the Agreement.

3. Percentage of Annual Gross Revenues

In addition to the payments set forth above, the grantees, as set forth in Section 19.2 of the Agreement, shall on a quarterly basis, commencing the sixth year after the effective date of the Agreement and for the term of the Agreement pay to the CAC one percent (1%) of the city-wide annual gross revenues received, up to an annual maximum of \$1,000,000.00. The grantees shall commence such payments within thirty (30) days after the end of the first fiscal quarter following the fifth anniversary of the effective date of the Agreement by filing a financial statement clearly showing city-wide gross revenues received up to the end of said fiscal quarter and simultaneously tendering such quarterly percentage payment to the CAC. Thereafter, the grantees shall file within thirty (30) days after each subsequent fiscal quarter, a financial statement clearly showing the city-wide gross revenues received during the preceding quarter and shall simultaneously tender payment of the quarterly percentage payment as calculated; provided, however, that the grantees shall adjust the fourth fiscal quarter percentage payment to reflect the proper balance due for the fiscal year; provided, further, that in the event

* Solely for purposes of calculating the time periods for payments required by this Exhibit J, the "effective date of the Agreement" shall mean the effective date of the Agreement for Franchise Area 1.

the grantees conduct an audit, the grantees may adjust payments due the CAC as a result of said audit for the prior fiscal year within one hundred twenty (120) days after the conclusion of said fiscal year without penalty or interest on such adjustment. Commencing the twelfth year after the effective date of the Agreement and for the term of the Agreement, the grantees shall provide additional payments to the CAC as follows: the grantees shall pay to the CAC one-half percent ($\frac{1}{2}\%$) of that amount of city-wide annual revenues which exceeds \$150,000,000.00 but is not greater than \$199,999,999.00 and the grantees shall pay to the CAC one-quarter percent ($\frac{1}{4}\%$) of that amount of city-wide annual revenues which exceeds \$200,000,000.00 but is not greater than \$250,000,000.00.

4. First Instance Capital Funding

The grantees shall provide the CAC the amount of \$250,000.00 to be paid one hundred eighty (180) days after the effective date of the Agreement. In addition, the grantees shall provide the CAC with one (1) mobile van which has a value of \$500,000.00. Such van shall be provided one hundred eighty (180) days after the effective date of the Agreement and such van shall become the responsibility of the CAC.

In addition, the grantees shall provide the CAC the amount of \$200,000.00 to be paid one (1) year and thirty (30) days after the effective date of the Agreement and \$200,000.00 to be paid two (2) years and thirty (30) days after the effective date of the Agreement.

Thereafter, commencing four (4) years and thirty (30) days after the effective date of the Agreement, the grantees shall provide the CAC with a fund for maintenance, upgrading and replacement of facilities and equipment. Such fund shall be established in an amount of \$250,000.00 during the fifth year and maintained at a maximum level of \$100,000.00 for each year thereafter for the term of the Agreement. Such funds shall be established for the CAC pursuant to the purposes and powers set forth in this Agreement and in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

The facilities and equipment fund may be drawn down from such funds by the CAC for the purposes set forth herein on an annual basis up to the maximum annual funding levels established in this Section. Unused funds shall not accumulate or roll over from year to subsequent year within the term of this Agreement as said facilities and equipment funds have been established to meet the projected needs of the CAC on an annual basis. Disagreements or disputes regarding disbursements from the facilities and equipment fund shall be referred to the Commission for resolution.

5. Other Assistance

Grantee shall cooperate with the CAC's liaison to Grantee to facilitate the mutual obligations of the Grantee and the CAC provided for under this Agreement and/or the written policies and procedures to be adopted by the parties pursuant hereto.

Grantee shall include appropriate designation of CAC's channels on channel cards provided to subscribers. Further, Grantee shall provide a listing of said channels and programming on Grantee's televised alphanumeric program guide if such a guide is utilized by Grantee and such a listing is economically feasible.

SECTION 2: Section 7 of the Agreement shall also be amended by adding the following section:

7.8 Competing Technologies

Notwithstanding any other provisions of this Agreement and except as provided herein, Grantee shall not be required to provide services to subscribers by rewiring buildings already wired for a competing technology so as to allow the residents of said building to receive non-broadcast video services. Upon the request of any landlord or any condominium or tenant association of any building already wired for a competing technology, Grantee, in a timely manner consistent with the construction schedule referred to in Section 11.2 of this Agreement, shall undertake a good faith effort including such pre-marketing and pre-construction design activities as may be necessary in order to ascertain the economic viability of providing cable television service to said building. Upon completion of its ascertainment, Grantee shall inform the person who made such request of the results of said ascertainment. Where the results of said ascertainment demonstrate the economic viability of said building, Grantee shall provide service in accordance with the construction schedule referred to in Section 11.2 of this Agreement. Where the results of said ascertainment fail to demonstrate the economic viability of said building, Grantee shall provide a written explanation of the results of said ascertainment to the person who initially requested said ascertainment.

SECTION 3: The terms and conditions of Sections 1 and 2 of this Amending Agreement as set forth above shall be effective and binding on the City and the Grantee if, and only if, there is an acceptance of the Area 1 franchise agreement by Communications and Cable of Chicago, Inc. pursuant

to Section 113.1-55(A) of the Chicago Cable Communications Ordinance, Chapter 113.1 of the Municipal Code of the City of Chicago.

SECTION 4: The parties hereby agree that the amendments set forth in Sections 1 and 2 of this Amending Agreement constitute all the amendments that the Grantee is entitled to pursuant to Section 3 of the Granting Ordinance dated February 15, 1984.

In witness whereof, the parties have caused this Agreement to be executed by their respective, duly authorized agents or officers as of the day and year set forth below.

City of Chicago.

Date

Harold Washington, Mayor

Grantee

Approved as to form
and legality

Corporation Counsel

AMENDING AGREEMENT

This Amending Agreement made and executed this _____ day of 1985, by and between the City of Chicago (the "City") and Stellar Continental Cable, Inc. (the "Grantee"):

WITNESSETH

WHEREAS, after conducting public hearings affording the public a reasonable opportunity to comment thereon, the City Council on February 15, 1984 in a Granting Ordinance dated February 15, 1984 approved and adopted the franchise agreements for Franchise Areas 2, 3, 4 and 5 and granted non-exclusive franchises to construct, install, maintain and operate cable communications systems in said Franchise Areas to Group W Cable Associates of North Central Chicago, Group W Cable Associates of North West Chicago, Chicago Cable Communications and Stellar Continental Cable, Inc., respectively; and

WHEREAS, Section 3 of the Granting Ordinance provides:

"That in approving and adopting said franchise agreements the City Council agrees that in the event a subsequent franchise is awarded on terms or conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' or applicants' respective franchise proposals, then the grantees in Franchise Areas 2, 3, 4 and 5 shall be entitled to any such similar terms and conditions by appropriate amendment of their respective franchise agreements"; and

WHEREAS, The City Council has awarded a subsequent franchise to Communications and Cable of Chicago, Inc., the grantee in Franchise Area 1, on terms and conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4 and 5 which are not based on commitments set forth in the grantees' respective franchise proposals; and

WHEREAS, pursuant to Section 3 of the Granting Ordinance, the grantees in Franchise Areas 2, 3, 4 and 5 are entitled to such favorable terms and conditions by appropriate amendment to their respective franchise agreements.

NOW, THEREFORE, in consideration of the above, the parties hereby agree as follows:

SECTION 1: Sections 1(E), 4.4, 6.1, 7.1, 7.5, 7.6, 8.1, 8.2, 8.11, 11.2, 15.2, 16.1, 17, 18, 19.1, 19.2, 19.3, 19.5, 19.6, 19.7, 21.1, 21.2, 22.1, 22.2, 23, 26.6, 26.10, and 29.5(d) and Exhibits C, D, F, G, H, I and J of the Franchise Agreement between the City and the Grantee dated March 16, 1984 (the "Agreement") shall be amended by substituting the following therefor:

1 Definitions

E. "Major Outage" means that simultaneous loss of service (i.e., total loss of signals on any cable of Grantee's subscriber network system) occurs to five hundred (500) or more subscribers.

4.4 Other Forms of Compensation

This section is not applicable to Franchise Area 5.

6.1 Amount

Pursuant to the terms and conditions set forth in Section 113.1-19 of the Enabling Ordinance, the amount of the letter of credit shall be five hundred thousand dollars (\$500,000.00); provided, however, that the amount of the letter of credit shall be three hundred seventy five thousand dollars (\$375,000.00) per franchise area if the Grantee or its affiliates participates in two of the City's franchise areas; provided, further, that the amount of the letter of credit shall be three hundred fifty thousand dollars (\$350,000.00) per franchise area if the Grantee or its affiliates participates in three of the City's franchise areas.

7.1 Subscriber Services and Fees

Grantee shall provide to subscribers the broad categories of programming services set forth in Exhibit C attached hereto and made a part hereof. Grantee shall have the authority and right to change the monthly subscriber fees for all such services upon thirty (30) days prior written notice to the Commission and the subscribers affected thereby. Such authority and right of Grantee to change said monthly subscriber fees shall exist until such time as the City exercises its right to establish procedures for the review of subscriber rates pursuant to Section 113.1-21(E) of the Enabling Ordinance.

7.5 No Interference With Service

If the Commission fails, if required, to approve a request by Grantee to increase the fees charged for its services or to decrease the services or channels offered or if the Council, pursuant to Section 113.1-21 fails, if required, to approve Grantee's petition for a change in its fee schedule, Grantee shall not deny, delay, interrupt or terminate any of its services because such requests or petitions were denied.

7.6 Extra-Long Drops

If the installation of a service outlet requires an aerial drop in excess of one hundred fifty (150) feet or an underground drop in excess of seventy-five (75) feet, Grantee may charge the subscriber an amount that is equal to the costs of time and materials in accordance with industry standards for that portion of the drop in excess of one hundred fifty (150) feet or seventy-five (75) feet, respectively. Grantee shall provide the subscriber a written estimate of the costs of installing an extra-long drop and obtain such subscriber's written consent prior to any installation of such drop; provided, however, that Grantee may require an advance payment of such costs from such subscriber as a condition of performing the requested installation.

8.1 Subscriber Network System

Grantee shall construct a subscriber network system utilizing one trunk and one feeder cable, providing a minimum upper limit bandwidth of 550 MHz with return transmission paths, which shall be capable of transmitting eighty-two (82) channels downstream and four (4) channels upstream in accordance with the design set forth in Section VI of Grantee's proposal notwithstanding the upper limit bandwidth or number of cables referred to therein. Such system shall be designed and constructed as a 550 MHz system with 550 MHz high capacity passives to provide a minimum of

eighty-two (82) channels downstream and four (4) channels upstream and initially be activated at a minimum upper limit bandwidth of 450 MHz providing a minimum of sixty (60) channels downstream, activated upon initiation of service to subscribers. Grantee shall expand the initial channel capacity of such system as soon as 550 MHz technology has been reasonably perfected to ensure high performance and quality throughout the distribution network system and as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed. Grantee may also utilize an alternative technology or a combination of alternative technologies to provide cable service to subscribers; provided, however, that said alternative technology or combination thereof provides a minimum of fifty-four (54) non-broadcast channels downstream, activated upon initiation of service to subscribers. When it is technically and economically feasible, Grantee shall expand the initial capacity of those portions of its cable television system utilizing an alternative technology or combination thereof as soon as reasonably practicable after notice by the Commission pursuant to its finding that such additional channel capacity is needed.

8.2 Institutional Network System

Grantee shall provide capacity on the subscriber network system for an institutional network system. If Grantee determines the need for additional channel capacity or the activation of upstream channel capacity for its institutional network system, Grantee shall provide such additional capacity or activate any or all of such capacity either on the subscriber network system or on a separate institutional network system upon its determination that such capacity is technically and economically feasible.

8.11 Status/Performance Monitoring Equipment

Where the bi-directional trunk of Grantee's cable television system has been activated, Grantee shall locate automatic status/performance monitoring equipment at not fewer than one-third (1/3) of all trunk amplifier stations on its subscriber network system, including super trunk amplifier stations used to interconnect Grantee's hubs and headends. The status/performance monitoring system shall provide a record indicating the date, time and nature of the defect or fault and, at a minimum, be capable of indicating the total loss of one or more control carriers. Furthermore, Grantee shall provide monitoring equipment sufficient to ensure the reliable performance of its institutional network system.

11.2 Construction Schedule and Map

Pursuant to Section 113.1-31(D) of the Enabling Ordinance, Grantee shall, within three (3) months of the date

of its acceptance of this Agreement, furnish the Commission a complete construction schedule and map. Such schedule and map shall be consistent with Grantee's construction timetable referred to herein which upon approval by the Commission shall be attached hereto as Exhibit E-2 and made a part hereof. More specifically, such construction schedule shall be set forth by utility quarter section and indicate the approximate amount of plant mileage within Franchise Area 5 to be constructed and activated on the subscriber network system on a quarterly basis and the scheduled dates for completion of construction of all major facilities. Grantee's construction schedule shall be submitted by Grantee to the Commission on forms set forth in Exhibit E-1. Grantee's construction map shall, at a minimum, set forth the location of all major facilities, trunk and supertrunk lines for Grantee's subscriber system. Furthermore, Grantee's construction schedule and map shall be updated whenever substantial changes become necessary. A substantial change in the construction schedule shall be deemed to occur whenever an adjustment is necessary that would result in a delay in Grantee's quarterly schedule as set forth therein. In no event shall a change in the construction schedule that would result in a delay inconsistent with Grantee's construction timetable referred to in Section 11.1 hereof be permitted except upon prior approval of the Commission. In addition, upon commencement of construction of its cable television system, Grantee shall, for informational purposes on the forms set forth in Exhibit E-1 attached hereto and made a part hereof, notify the Commission in writing on a monthly basis of those areas where strand or cable has been installed or where service is being provided.

15.2 Capacity and Timetable

Interconnection of all cable television systems within the City shall, at a minimum, provide adequate capacity for one (1) channel including two (2) subcarriers to be delivered from each of grantees' franchise areas to a central interconnection facility and four (4) channels including two (2) subcarriers to be delivered to each of grantees' franchise areas from a central interconnection facility. Said interconnection shall be operational within one (1) year of service being delivered by any grantee to its first subscriber. Additional channel capacity shall be incrementally activated on an as-needed basis up to two (2) channels to be delivered from each franchise area to a central interconnection facility and eight (8) channels to be delivered to each franchise area from a central interconnection facility; provided, however, that the grantees as part of the interconnection plan referred to in Section 15.3 of this Agreement may submit an alternative design that equals or exceeds the performance and capabilities of the design referred to herein.

16.1 Standard Allocation

Grantee shall at all times provide the same channel allocations for the following channels as provided for by all grantees operating cable television systems within the City:

- A) Three (3) local origination channels, not more than two (2) of which may be alpha-numeric;
- B) All channels under the control of the Chicago Access Corporation;
- C) At least two (2) leased access channels;
- D) At least two (2) local government access channels; and
- E) All television broadcast signals required to be carried by FCC regulations.

Grantee, in agreement with all other grantees operating cable television systems within the City, has established a standard channel allocation as set forth in Exhibit F attached hereto and made a part hereof. This allocation shall be binding on all such grantees.

17 Universal Subscriber Service

This section is not applicable to Franchise Area 5.

18 Local Origination

During the term of this Agreement, Grantee, in cooperation with the other grantees operating within the City, shall provide for local origination as set forth in Exhibit G and Attachment G1 attached hereto and made a part hereof.

19.1 Channel Commitments

Pursuant to Section 113.1-36(A) of the Enabling Ordinance, Grantee shall dedicate ten percent (10%) of its usable channels from their inception as access channels on its subscriber network system as set forth in Exhibit J attached hereto and made a part hereof. All such channels shall be provided to the CAC free of charge and be under the exclusive use and control of the CAC; provided, however, that such channels are utilized by the CAC for non-commercial programming and purposes and without any charges by the CAC to any subscriber or advertiser. Under no circumstances shall Grantee have the authority or right to exercise any control over the use or operation of such channels except as provided in Section 113.1-36(B) of the

Enabling Ordinance. Neither Grantee nor the CAC shall be liable for the quality or content of programming produced or transmitted by the other.

19.2 Payments and Contributions

Pursuant to Section 113.1-37 of the Enabling Ordinance, Grantee shall, in cooperation with other grantees operating within the City, pay directly to the CAC such capital and operating payments as set forth in Exhibit J attached hereto and made a part hereof at the times set forth therein. The grantees for Areas 1,2,3,4, and 5, respectively, shall be obligated for a 20% pro-rata share of all capital payments to the CAC as set forth in Section 4 of Exhibit J attached hereto and made a part hereof. The grantees for Areas 2,3,4, and 5, respectively, shall be obligated for a 25% pro-rata share for all non-capital payments to the CAC as set forth in Sections 2 and 3 of Exhibit J attached hereto and made a part hereof, recognizing that the Grantee in Area 1 shall not be obligated to make non-capital payments to the CAC. Such payments referred to herein shall be under the exclusive use and control of the CAC pursuant to the purposes and powers set forth in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

19.3 Equipment

In addition to the facilities and equipment commitments set forth in Exhibit J attached hereto and made a part hereof, Grantee shall provide, free of charge, modulators and other necessary equipment to permit full and practical utilization from the Grantee's headend downstream, by conventional technical means, of each CAC channel as from time to time requested by the CAC but in no event earlier than system activation. Furthermore, Grantee shall insure that its cable television system is constructed and operated to enable the CAC, at its own costs, to cablecast live programming from remote locations with no charge to the CAC for access to Grantee's existing facilities suitable for such purposes at Grantee's headend.

19.5 Recomputation

Commencing after the fifth year, the City, upon written request of the CAC, which request shall be no earlier than one hundred (120) days following conclusion of Grantee's fiscal year, shall exercise its right to inspect Grantee's books and records and to audit and recompute the amount determined to be payable to the CAC as a percentage of Grantee's annual gross revenues pursuant to Section 113.1-17(C) of the Enabling Ordinance provided that the City be reimbursed by the CAC for any costs incurred in

exercising such a right in the event Grantee is not liable for said costs. If, after exercising such a right, the City determines that an additional amount is due the CAC, Grantee shall pay the CAC such additional amount within thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance.

19.6 Interest

If any of the payments referred to in Section 19.2 hereof are not made on or before the due dates set forth in Exhibit J attached hereto and made a part hereof, Grantee shall pay to the CAC from such due date on the amount due and owing until such amount is paid in full the prime rate of interest effective as of the due date publicly announced by the First National Bank of Chicago. If an additional amount is due the CAC as a result of the audit referred to in Section 19.5 hereof and such amount is not paid within said thirty (30) days after Grantee's receipt of notice from the City pursuant to Section 113.1-17(C) of the Enabling Ordinance, Grantee shall pay to the CAC on the amount due and owing until such amount is paid in full the prime rate of interest effective as of such date publicly announced by the First National Bank of Chicago.

19.7 CAC/Grantee Policies and Procedures

In order to facilitate smooth operations and working arrangements between the CAC and Grantee and to resolve all practical difficulties in the implementation of Grantee's commitments to the CAC, within one hundred and twenty (120) days after the effective date of this Agreement or such later date as agreed upon by Grantee and the CAC, Grantee and the CAC shall develop written policies and procedures which shall be filed with the Commission. Said policies and procedures shall detail the mutual obligations of Grantee and the CAC in a manner not inconsistent with this Agreement and shall include an acknowledgement by the CAC and Grantee that, with respect to any mutual obligations provided for under this Agreement and the written policies and procedures to be adopted by the parties pursuant hereto, each shall act in a reasonable, expeditious and timely manner.

21.1 Description

During the term of this Agreement, Grantee shall provide for municipal utilization on its subscriber network system as set forth in Section X of Grantee's proposal and Exhibit H attached hereto and made a part hereof. The channels dedicated to the use and control of the City and other local government agencies designated by the City as set forth in Exhibit H attached hereto and made a part hereof shall be utilized for non-commercial programming and purposes and without any charges by the City to any subscriber. Grantee shall have no authority or control over any programming

cablecast on such dedicated channels. All programming cablecast on such dedicated channels shall not be considered origination cablecasting for purposes of Grantee's compliance with Section 76 Subpart G of the FCC rules and regulations unless otherwise determined by the FCC with respect to Grantee. Grantee shall have no responsibility under Section 113.1-26(D) of the Enabling Ordinance for programming cablecast on any such dedicated channel. Furthermore, nothing in this Section shall be construed to imply that Grantee is a common carrier.

21.2 Additional Channel Capacity

Upon demonstration by the City of full utilization of the channel capacity dedicated to the City, Grantee shall exercise its best efforts to provide additional channel capacity to the City on its cable television system to meet the reasonable needs of the City unless to do so would place an unreasonable economic burden on Grantee.

22.1 Description

Grantee shall provide Enhanced/Developmental Services as set forth in Exhibit I upon its determination that such services are technically and economically feasible.

22.2 Fees

Pursuant to Section 113.1-22(E) of Enabling Ordinance, Grantee shall submit the fees to be charged for its Enhanced/Developmental Services to the Commission not less than thirty (30) days prior to any marketing of such services.

23 Institutional Network System

Grantee may operate and maintain a bi-directional institutional network system in accordance with Section 8.2 hereof. Furthermore, Grantee may activate any part or all of its institutional network system upon its determination that such activation is technically and economically feasible.

26.6 Grantee Solicitation

At the time Grantee solicits the residents of an area for subscription of services, Grantee shall provide such residents a simple, but thorough written explanation of all services offered, the price of such services, the parental lock-out device, installation procedures and privacy rights of the subscriber as set forth in Section 113.1-32 of the Enabling Ordinance and Section 28 of this Agreement.

26.10 Program Guides

In the event Grantee or its agent provides to Grantee's subscribers written program guides, such guides shall list, at a minimum, all non-must carry channels carried on Grantee's cable television system and shall, to the extent reasonable as determined by Grantee, list all programs carried on such channels.

29.5 Liquidated Damages

Grantee agrees the following will result in damages to the City that will be impracticable or difficult to ascertain and therefore, agrees to pay to the City the following amounts which shall not be considered in the nature of penalties:

- d) Except as approved by the Commission or the Council, if required, a material failure to provide the services set forth or referred to in Section 7 of this Agreement in accordance with the requirements set forth therein, \$250.00 a day for each day or part thereof that such failure continues.

Exhibit CSUBSCRIBER SERVICES

In addition to other services Grantee may offer, Grantee shall provide on its lowest-priced tier of service and to all subscribers: two (2) local government access channels; all channels dedicated to the CAC; all television broadcast signals required to be carried by FCC regulations; two (2) leased access channels; and three (3) local origination channels, not more than two (2) of which may be alphanumeric.

Grantee shall, in addition, offer the following broad categories of programming services which are available and meet the needs of the subscribers: children's programming, family programming, cultural programming, educational programming, consumer programming, ethnic programming, entertainment programming, music programming, sports programming, news and public affairs programming, business programming, religious programming and special interest programming.

Exhibit DUSER DISCOUNTS

Upon activation of an institutional network system, a discount for government and not-for-profit institutions shall be established subject to applicable regulatory approvals.

Exhibit F
Standard Channel Allocation

<u>Cable-Channel</u>	<u>Service</u>
2	WBBM
3	L.O. - 1
4	CAC - 1
5	WMAQ
6	GOV'T ACC. - 1
7	WLS
8	CAC - 2
9	WGN
10	LEASED ACC. - 1
11	WTTW
12	WCAE - (Grantee may use until such time as WCAE is on-air)
13	CAC - 3
14	FAA
15	FAA
16	FAA
17	CAC - 4
18	L.O. - 2/WSNS
19	CAC - 5
20	WYCC
21	CAC - 6
22	WCFC
23	GOV'T ACC. - 2
24	LEASED ACC. - 2
25	WFBM
26	WCIU
27	
28	WDAI - (Grantee may use until such time as WDAI is on-air)
29	L.O. - 3
30	WPWR/WBBS (ch. 60 shrd.)
31	
32	WFLD

Exhibit GLOCAL ORIENTATION

The following local origination plan is a joint effort of all Grantees operating within the City which commits a total of \$6,000,000.00 to develop local origination programming. Exhibit G and its Attachment G1 is not only applicable to Area 1, but upon the acceptance of the Franchise Agreement for Area 1, shall replace the Exhibit Gs for the Franchise Agreements for Areas 2,3,4, and 5. Unless otherwise specifically stated herein, the Grantees for Areas 1,2,3,4, and 5 (the "grantees") shall be jointly and severally liable for the obligations stated herein.

- 1) Number of Channels - During the term of the Agreement, the grantees jointly shall provide and program one (1) full-time non-alphanumeric local origination channel. In addition, the Grantee shall provide and program two (2) alphanumeric local origination channels. The Grantee may provide additional local origination channels on its cable television system; provided, however, that in no event shall the minimum weekly hours of non-alphanumeric programming as set forth in Attachment G1 be shifted from the non-alphanumeric local origination channel to any additional local origination channel.
- 2) Staff - The grantees shall provide the level and quality of staffing necessary to develop and produce programming to fulfill their local origination requirements.
- 3) Studios and Equipment - The grantees shall provide in the year so designated and throughout the term of the Agreement the studio, facilities and equipment set forth in attachment G1 or a studio, facilities and equipment of equal or greater performance or capabilities.
- 4) Production - During Years 1 through 5, the grantees shall, at a minimum, for the number of hours per week set forth in Attachment G1, locally produce and cablecast its local origination programming (excluding access, alphanumeric or satellite delivered services) on its non-alphanumeric local origination channel. Thereafter, for the term of the Agreement, the grantees shall, at a minimum, produce and cablecast such local programming for the number of hours set forth in Attachment G1 for Year 5.

ATTACHMENT G1
JOINT LOCAL ORIGINATION PROPOSAL OF CHICAGO CABLE OPERATORS

The cable operators operating in the City of Chicago are committed to producing quality local origination programming. It is the strong belief of these cable operators that a centralized approach to the production of local origination programming is in the best interests of the City, the cable companies and cable subscribers. It is also the belief of these operators that local origination programming should supplement, but not duplicate, the other locally produced programming that is available on the operators' cable systems. Besides local origination programming, the other requirements imposed upon the operators for locally produced programming are in the areas of public, government and commercial or leased access. While public access is under the control of the Chicago Access Corporation (CAC), government access under the control of the City, and commercial or leased access under the control of third parties, local origination falls solely under the control of the cable operator and/or its contractors.

It is not the intent of the cable operators to compete with or duplicate programming produced by the CAC, the City or commercial access users. Instead the operators want to compliment these other forms of local programming with programs that are non-duplicative, able to fill the void not filled by other local programs and able to attract and retain cable subscribers. The cable operators are jointly committing \$6,000,000.00 to underwrite their local origination efforts in Chicago.

With these objectives in mind, the Chicago cable operators propose the following joint local origination proposal:

1. LOCAL ORIGINATION CHANNELS

During the term of the Agreement, the cable operators will jointly provide one full-time non-alphanumeric local origination channel. In addition, the individual operators in Areas 1,2,3,4, and 5 will be responsible for programming two alphanumeric local origination channels for each franchise area.

2. STAFF

During the term of the Agreement, the cable operators will provide the level and quality of technical, engineering, programming and administrative staff necessary to develop and produce programming to fulfill their local origination requirements.

3. LOCAL TALENT

The combined local origination effort for Areas 1,2,3,4 and 5 will include substantial efforts by the cable operators to utilize and develop local talent for local origination purposes. In addition, the use of full-time and part-time internship programs for local residents should increase the local residents potential for employment as demand requires. Through their combined local origination efforts, the cable operators will seek to establish ongoing relationships with local high schools, colleges, and other educational institutions for an accessible pool of individuals with an interest in local origination.

4. PRODUCTION

During Years 1 through 5, the cable operators will jointly provide, at a minimum, the number of hours per week set forth below to locally produce and cablecast their local origination programming (excluding access, alphanumeric, or satellite delivered services) on the non-alphanumeric local origination channel.

Hours of Production

*Yr. 1	<u>9</u>
Yr. 2	<u>12</u>
Yr. 3	<u>15</u>
Yr. 4	<u>20</u>
Yr. 5	<u>20</u>

Thereafter, the cable operators will at a minimum, produce and cablecast 20 hours per week of local programming. The cable operators will expend the necessary amount of funds within their \$6,000,000.00 overall local origination commitment to produce the above stated hours per week of quality local origination.

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- * For purposes of this local origination proposal, Year 1 will commence on the first anniversary of the delivery of service to all the franchise areas or upon the second anniversary of the delivery of service to any one franchise area, whichever occurs first.

LOCAL ORIGINATION FACILITIES AND EQUIPMENT

Under this joint local origination plan, the cable operators will jointly provide a centralized local origination studio facility and mobile equipment. This central facility and accompanying equipment will be in place prior to the Year 1 triggering date so that the operators can meet their local origination commitments on schedule. The central facility will be of sufficient square footage to house all necessary directly-related facilities such as: editing, preparation, storage, and control room areas as well as related office areas required for local origination programming production purposes. The following pages detail the types of facilities and equipment proposed for a central local origination studio, mobile equipment, post-production facility, screening facility, master control and central maintenance facilities. The estimated cost of the facilities and equipment is \$1,200,000.00 and the anticipated costs of leasehold improvements is \$300,000.00.

MAIN STUDIO

Featuring quality cameras from Hitachi, Sony 1" and 3/4" video tape machines, discrete production/post-production areas, versatile electronic graphics, professional quality audio, video and lighting support and a film chain for high quality transfer to videotape of slides, super 8mm and 16mm film.

PRODUCTION EQUIPMENT FOR LOCAL ORIGINATION STUDIO

3	FP 60's	Hitachi 3 Tube Studio Cameras with 1 inch Saticon Tubes (each including) a. HP-60 Camera head b. VM-702 7" viewfinder c. C-1205 50' camera cable d. A404 1 H vertical enhancer e. CCU-60 Camera control unit f. ROP-60 Remote panel g. C-1103 30' ROP cable
3	K10X 15RW-1	Fujinon 10:1 15-150mm F1.8 Lenses
3	C1205	50' camera cables
3	BVH 2000/02	Sony type "C" Helical videotape recorder/editors
3	BVT 2000	Sony Time Base Correctors
3	BKH 2100	NTSC plug-in boards
3	BK 800	8 line memory boards
1	BVE 800	Sony video tape editor controller
2	BK 8072	Sony interfaces
3	BKH 2015	Plug-in reader/generators
3	BK 2014	Cabinets
1	1470	Tektronix sync generator
1	Series 21	Dynair audio follow video switcher 20x20
1	1600 IL	Grass Valley special effects generator/ production switcher
3	P4/H2/RH	ITE pedestal/head and second handles
4	528	Tektronix Waveform monitors
1	1420	Tektronix vectorscope
1	465 DM44	Tektronix Oscilloscope
3	5722R513	Conrac high resolution color 52540 monitors

Production Equipment for Local Origination Studio (continued)

5	TCI209/04	RCA dual 9" black & white monitors
1	Q7	Quanta Character Generator
1	12B	Quantum audio board
1	Lot	Dynair video and audio DAS
1	4305	Zeimark film cabin (with accessories)
1	D75	Crown audio amplifier
1	Lot	RTS intercom
1	Lot	Miscellaneous audio a. microphone b. cart machine c. cassette machine d. open reel tape deck e. turntable
1	Lot	Berkey Colortran lights (50 by 60)
1	Lot	Installation Parts and labor to include: a. Project engineering b. Technical Services c. Drafting

2/4/85

REPORTS OF COMMITTEES

13307

MULTI-CAMERA VAN

Featuring versatile portable cameras with studio viewfinders, 3/4" video tape machines, and a microprocessor controlled production switching system.

CHICAGO MULTI-CAMERA VAN

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
3	Portable color cameras w/14:1 zoom lenses 300' camera cable, remote operations panels and studio viewfinders	Hitachi	SK-81
3	Camera tripods, dollies, heads	Quickset	2000, Hercules
1	Microprocessor controlled production switcher	Echo-Lab	Seg-3
2	17" color monitors	Videotek	VM17R
1	Engineering Monitor	Tektronix	650HR
1	Waveform monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	Broadcast 3/4" Recorder	Sony	BVU-800
1	Time base corrector	Digital Video	Phaser
1	Compliment of time code equipment	Sony	
1	Synchronizing generator	Tektronix	1470
1	Graphic generating system	Quanta	Q-7A
1	Audio console	ISI	1002
5	Video distribution amplifiers	Shintron	
3	Audio distribution amplifiers	Sigma	AD 105
1	Audio cartridge machine	Broadcast Electronics	

Chicago Multi-Camera Van (continued)

1	Intercom System	RTS	
1	HMI portable lighting system	HMI	
1	Audio Speaker		
6	9" black and white monitors	Panasonic	WV5352
2	12 x 1 routing switchers	Lenco	
1	System of assorted microphones	Electro-Voice	

Vehicle includes:

- Cutaway van chassis
- All heavy duty options
- Air conditioning
- Custom-built consoles
- 6.5 KW Generator
- Roof top camera platform

Including all cables, connectors and assorted items.

3 ELECTRONIC FIELD PRODUCTION SYSTEMS

Capable of providing broadcast quality field production, each system features the Broadcast Saticon Hitachi FP-40, and O'Connor tripod and head, and a full compliment of field production audio/video equipment. Each EFP system will provide production capability to match any local television station.

ELECTRONIC FIELD PRODUCTION SYSTEMS

Each of the 3 Electronic Field Production Systems contains the following equipment.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Portable color camera with broadcast saticon tubes and complete support accessories	Hitachi	FP40SS
1	Cannon 13:1 zoom lens with 2X extender	Cannon	J13X9B1E
1	Quick charger	Hitachi	QC40
1	Belt holder for CP-40 battery	Hitachi	DH40
1	Rear lens conversion kit	Cannon	SCK-13
1	Battery powered sun gun	Cine 60	SGK9127FC
1	Lighting kit	Lowell	TC-94
1	Claw ball tripod	O'Connor	Regular
1	Time code generator	Sony	
1	Fluid head, with quick release	O'Connor	50-D, QRP
1	Portable 3/4" VTR	Sony	4800
2	Batteries for VTR	Sony	BP60
2	Omnidirectional microphones	Electro-Voice	EV-635A
2	Lavalier microphones	Sony	ECM50PS
1	Portable audio mixer	Sony	MX650
1	Headset	Koss	Pro 4AA
1	Portable monitor with charger	JVC	TM41AV, AAP-41AV

Assorted cables, connectors and cases to configure system for portable indoor/outdoor use.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

A 3/4" editing system, capable of dissolving one taped source into another and recording on yet a third machine, is the main component of the A/B Roll Post-Production Facility.

This highly sophisticated post-production facility features the Convergence editing system for complete keyboard controlled editing and special effects. It also includes facilities for electronic graphics, and audio inputs from a turntable or audio cassette. This facility is fully capable of providing state-of-the-art 3/4" post-production of field and/or studio footage.

3/4 INCH A/B ROLL POST-PRODUCTION FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Playback	Sony	5800
2	3/4" Record/Edit VTRs	Sony	5850
1	Dual Time Base Corrector	ADDA	AC-20
1	Computerized Editing Controller with Three Interfaces, and Time Code Readers and Generators	Convergence	ECS-103C
1	Audio Cassette Machine	Technics	RSM-65
1	Audio Console	Sony	MX-650
1	Audio Equalizer	Shure	SR-170
1	Turntable	Technics	SC-1200 MKII
1	Waveform Monitor	Tektronix	528
1	Vectorscope	Tektronix	1420
1	10 x 1 Switcher	3M	101
1	Microphone for Voice Over	Electro-Voice	EV-635A
2	Dual 9" Monitors	Panasonic	WV-5302
1	15" Color Monitor with A-B Pulse Cross	Videotek	VM-15PRO
1	Graphics Generator	Quanta	Q7A
1	Synchronizing Generator with Test Signals	Tektronix	1470

3/4 Inch A/B Roll Post-Production Facility (continued)

- 1 Audio Amplifier
- 1 Speaker
- 1 Editing Console
- 1 Lot Misc. Cables,
Connectors and
Rackmounts to Configure
Facility

SCREENING FACILITY

This screening facility consists of a 3/4" player equipped with search capability, a remote control, scene selection and edit preparation, a 17" color monitor/receiver, time code reader and console. It will allow producers, directors and others to screen raw footage and completed segments, as well as review completed shows. Use of this facility can greatly improve the quality of work and enhance productivity.

SCREENING FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	3/4" Player	Sony	5000
1	Remote Control	Sony	RM
1	17" Monitor/Receiver	Videotek	VM17
1	Time Code Reader	ESE	

Includes all Connectors
to Configure Screening
Room.

CHICAGO MASTER CONTROL

The Master Control Facility would serve the need for playback of videotape materials. It features full computer control, graphics insertion capability for channel identification during program hours and much more.

CHICAGO MASTER CONTROL

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
4	Playback Videotape Machines	Sony	VP5000
2	Time Base Correctors	Microtime	T-120
4	B&W Monitors 9"	Panasonic	WV5352
2	Waveform Monitors	Tektronix	528A
2	Vectorscopes	Tektronix	1420
1	Routing Switcher and Computer Control System	DiTech	Pace 2000
1	10 Channel Character Generator	Video Data	Custom
2	Audio Cartridge Machines	Broadcast Electronics	2100P
6	Automatic Audio Controls	JBL	7130
2	Background Audio Generators		
3	Color Monitors/ w/Audio	Videotek	RM15R
3	Time Code Readers	ESE	Custom
3	Modulators for Feeding L.O. onto the Cable System		

Includes all cables, connectors interfaces and consoles.

CENTRAL VIDEO MAINTENANCE FACILITY

The Central Video Maintenance Facility will efficiently provide for the repair and maintenance of all video and studio equipment which we have included in our proposal. The maintenance staff will use the full compliments of stationary and portable test equipment and tools that are housed in this facility. One newly featured piece of portable testing equipment is the Tektronix 380 NTSC test monitor. This unit incorporates the functions of a waveform monitor, vectorscope and an oscilloscope, thus enabling the user to examine the entire video signal. Engineers will travel wherever necessary for routine maintenance, instruction, and troubleshooting.

In light of the sophistication of the proposed facilities, this centralized maintenance and repair system is the most effective, cost-efficient and reliable approach.

CENTRAL VIDEO MAINTENANCE FACILITY

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Full Test Waveform Monitor	Tektronix	1480
1	Portable Oscilloscope with Digital Multi-Meter	Tektronix	465 DM44
1	Full Test Vectorscope	Tektronix	520
1	350 MHZ Dual Trace Oscilloscope	Tektronix	485
1	Portable Combination Waveform, Vectorscope Oscilloscope Unit	Tektronix	380
1	NTSC Signal Generator with Multiple Options	Tektronix	1410, SPG1, SPC2, TSG1, TSG2, TSG3
1	Engineering Color Monitor	Videotek	VM12PRO
3	Service Master Tool Kits	Xcelite	99SMW
1	Attache Tool Set	Comprehensive	TCI00ST
1	Digital Frequency Counter	Leader	LDC-822
2	Digital VOMS	B-K	2810

Includes all assorted tools and test equipment to equip the video maintenance shop.

Exhibit H
MUNICIPAL UTILIZATION

SUBSCRIBER NETWORK SYSTEM

1. Channel Commitments - Grantee shall provide, free of charge, two (2) local government access channels on its subscriber network system for the exclusive use and control of the City and other local government agencies designated by the City. Said channels shall be administered by the City.
2. Service Outlets - Pursuant and in addition to Section 113.1-26(C) of the Enabling Ordinance, Grantee shall provide, free of charge, one service outlet for regular subscriber service to each of the institutions and such other buildings used for governmental purposes as may be designated by the City in areas which are passed by Grantee's subscriber network system.
3. Access to Grantee's Facilities - Grantee shall permit the City and other local government agencies designated by the City to use its studio, facilities and equipment for municipal access programming. Grantee shall also provide direct audio and video feed capability between the municipal access studios and facilities and its cable television system.
4. Staff - During the term of this Agreement, Grantee shall provide, at a minimum, for one (1) full-time skilled employee to staff the municipal access studios and facilities, operate such studios and facilities, and create, produce and cablecast quality municipal access programming under the direction of the City. Said employee shall work during the hours and at the sites designated by the City and be competent, trained, and knowledgeable in all aspects of cable television production and programming.
5. Municipal Cable Access Capital Reserve - Within ninety (90) days of the effective date of the Agreement, Grantee, in cooperation with the other grantees operating within the City, shall set aside \$200,000.00 for the establishment of a \$1,000,000.00 Municipal Cable Access Capital Reserve. Such Reserve shall be established for developing and providing municipal access studios, facilities and equipment. Upon receipt of a written statement by the City detailing the studios, facilities and/or equipment to be provided and the time frames for providing such studios, facilities and/or equipment, Grantee in a timely manner shall provide in cooperation with the other grantees operating within the City such studios, facilities and/or equipment from said Reserve as requested by the City.

6. Municipal Cable Access Maintenance Fund - Commencing one (1) year after the effective date of the Agreement, Grantee shall provide \$10,000.00 to the City as requested on an annual basis for the maintenance and operation of the municipal access studios, facilities and equipment established pursuant to Section 5 of this Exhibit.

Exhibit I
ENHANCED/DEVELOPMENTAL SERVICES

Grantee shall provide the Enhanced/Developmental Services set forth below or such other Enhanced/Developmental Services it deems appropriate upon its determination that such services are technically and economically feasible:

1. Interact, Interact Plus, Security Services, Playcable, Dow Jones Data Retrieval, Reuters IDR, and Telenet as set forth in Section XI-I of Grantee's proposal.

Exhibit J
CHICAGO ACCESS CORPORATION

1. Channel Commitments

Grantee shall dedicate ten percent (10%) of the channels on its subscriber network system, free of charge, as access channels for the exclusive use and control by the Chicago Access Corporation (CAC) pursuant to Section 19.1 of the Agreement.

2. Payment of Operating Expenses

Grantee, in cooperation with other grantees operating within the City ("the grantees") shall as set forth in 19.2 of the Agreement provide the CAC the amount of \$3,250,000.00 for operating or other expenses or costs to be paid thirty (30) days after the effective date of the Agreement.* Thereafter, as set forth in Section 19.2 of the Agreement, the grantees shall provide the CAC the amount of \$3,000,000.00 for operating or other expenses or costs to be paid in yearly installments of \$1,000,000.00 commencing two (2) years and thirty (30) days after the effective date of the Agreement.

3. Percentage of Annual Gross Revenues

In addition to the payments set forth above, the grantees, as set forth in Section 19.2 of the Agreement, shall on a quarterly basis, commencing the sixth year after the effective date of the Agreement and for the term of the Agreement pay to the CAC one percent (1%) of the city-wide annual gross revenues received, up to an annual maximum of \$1,000,000.00. The grantees shall commence such payments within thirty (30) days after the end of the first fiscal quarter following the fifth anniversary of the effective date of the Agreement by filing a financial statement clearly showing city-wide gross revenues received up to the end of said fiscal quarter and simultaneously tendering such quarterly percentage payment to the CAC. Thereafter, the grantees shall file within thirty (30) days after each subsequent fiscal quarter, a financial statement clearly showing the city-wide gross revenues received during the preceding quarter and shall simultaneously tender payment of the quarterly percentage payment as calculated; provided, however, that the grantees shall adjust the fourth fiscal quarter percentage payment to reflect the proper balance due for the fiscal year; provided, further, that in the event

* Solely for purposes of calculating the time periods for payments required by this Exhibit J, the "effective date of the Agreement" shall mean the effective date of the Agreement for Franchise Area 1.

the grantees conduct an audit, the grantees may adjust payments due the CAC as a result of said audit for the prior fiscal year within one hundred twenty (120) days after the conclusion of said fiscal year without penalty or interest on such adjustment. Commencing the twelfth year after the effective date of the Agreement and for the term of the Agreement, the grantees shall provide additional payments to the CAC as follows: the grantees shall pay to the CAC one-half percent ($\frac{1}{2}\%$) of that amount of city-wide annual revenues which exceeds \$150,000,000.00 but is not greater than \$199,999,999.00 and the grantees shall pay to the CAC one-quarter percent ($\frac{1}{4}\%$) of that amount of city-wide annual revenues which exceeds \$200,000,000.00 but is not greater than \$250,000,000.00.

4. First Instance Capital Funding

The grantees shall provide the CAC the amount of \$250,000.00 to be paid one hundred eighty (180) days after the effective date of the Agreement. In addition, the grantees shall provide the CAC with one (1) mobile van which has a value of \$500,000.00. Such van shall be provided one hundred eighty (180) days after the effective date of the Agreement and such van shall become the responsibility of the CAC.

In addition, the grantees shall provide the CAC the amount of \$200,000.00 to be paid one (1) year and thirty (30) days after the effective date of the Agreement and \$200,000.00 to be paid two (2) years and thirty (30) days after the effective date of the Agreement.

Thereafter, commencing four (4) years and thirty (30) days after the effective date of the Agreement, the grantees shall provide the CAC with a fund for maintenance, upgrading and replacement of facilities and equipment. Such fund shall be established in an amount of \$250,000.00 during the fifth year and maintained at a maximum level of \$100,000.00 for each year thereafter for the term of the Agreement. Such funds shall be established for the CAC pursuant to the purposes and powers set forth in this Agreement and in Sections 113.1-35 and 113.1-40 of the Enabling Ordinance and its Articles of Incorporation adopted pursuant to Section 113.1-38 of the Enabling Ordinance.

The facilities and equipment fund may be drawn down from such funds by the CAC for the purposes set forth herein on an annual basis up to the maximum annual funding levels established in this Section. Unused funds shall not accumulate or roll over from year to subsequent year within the term of this Agreement as said facilities and equipment funds have been established to meet the projected needs of the CAC on an annual basis. Disagreements or disputes regarding disbursements from the facilities and equipment fund shall be referred to the Commission for resolution.

5. Other Assistance

Grantee shall cooperate with the CAC's liaison to Grantee to facilitate the mutual obligations of the Grantee and the CAC provided for under this Agreement and/or the written policies and procedures to be adopted by the parties pursuant hereto.

Grantee shall include appropriate designation of CAC's channels on channel cards provided to subscribers. Further, Grantee shall provide a listing of said channels and programming on Grantee's televised alphanumeric program guide if such a guide is utilized by Grantee and such a listing is economically feasible.

SECTION 2: Section 7 of the Agreement shall also be amended by adding the following section:

7.8 Competing Technologies

Notwithstanding any other provisions of this Agreement and except as provided herein, Grantee shall not be required to provide services to subscribers by rewiring buildings already wired for a competing technology so as to allow the residents of said building to receive non-broadcast video services. Upon the request of any landlord or any condominium or tenant association of any building already wired for a competing technology, Grantee, in a timely manner consistent with the construction schedule referred to in Section 11.2 of this Agreement, shall undertake a good faith effort including such pre-marketing and pre-construction design activities as may be necessary in order to ascertain the economic viability of providing cable television service to said building. Upon completion of its ascertainment, Grantee shall inform the person who made such request of the results of said ascertainment. Where the results of said ascertainment demonstrate the economic viability of said building, Grantee shall provide service in accordance with the construction schedule referred to in Section 11.2 of this Agreement. Where the results of said ascertainment fail to demonstrate the economic viability of said building, Grantee shall provide a written explanation of the results of said ascertainment to the person who initially requested said ascertainment.

SECTION 3: The terms and conditions of Sections 1 and 2 of this Amending Agreement as set forth above shall be effective and binding on the City and the Grantee if, and only if, there is an acceptance of the Area 1 franchise agreement by Communications and Cable of Chicago, Inc. pursuant

to Section 113.1-55(A) of the Chicago Cable Communications Ordinance, Chapter 113.1 of the Municipal Code of the City of Chicago.

SECTION 4: The parties hereby agree that the amendments set forth in Sections 1 and 2 of this Amending Agreement constitute all the amendments that the Grantee is entitled to pursuant to Section 3 of the Granting Ordinance dated February 15, 1984.

In witness whereof, the parties have caused this Agreement to be executed by their respective, duly authorized agents or officers as of the day and year set forth below.

City of Chicago

Date

Harold Washington, Mayor

Grantee

Approved as to form
and legality

Corporation Counsel

(Continued from page 13030)

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

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

Nays -- None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Damage to Vehicles.

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
American Ambassador Cas. Co. and Vic Lewis Cl. No. 91333 900 Skokie Boulevard Northbrook, Illinois 60062	1/15/84 Central and Race Streets	\$984.08
Allstate Ins. Co. and Moses Jackson Ck. 1838611414 P.O. Box 127 Skokie, Illinois 60076	1/16/84 Eisenhower X-Way at California	368.12
John Lewis 2004 S. 18th Avenue Broadview, Illinois 60153	5/24/84 10th Avenue and Roosevelt Road	1,175.30
Recovery Services Int'l. and Chicago Title & Trust File No. 190P 40 74 91-7	1/23/84 1608 E. 53rd Street	1,073.92

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
5745 E. River Road Chicago, Illinois 60631]		
State Farm Ins. Co. and Timothy and Mary Kelly Cl. No. 13-2006-606 2645 W. Addison Chicago, Illinois 60618	2/28/83 4278 N. Hazel	\$100.70
Seymour H. Sanders 4738 N. Kimball Avenue Chicago, Illinois 60625	7/13/84 4704 N. Kimball	872.58
Darlene Weber 24931 W. Lakeview Drive Lake Villa, Illinois 60046	6/22/84 Rt. 59 and Beach Grove Road	341.21
James Walker and Marjorie McCullum 1545 S. Karlov - 2nd floor Chicago, Illinois 60623	6/18/84 Ogden and Fairfield	200.00
William Roberts 2825 E. 78th Street Chicago, Illinois 60649	6/27/82 2825 E. 78th Street	556.10

Damage to Property.

Department of Animal Control: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Sharon A. Conroy 16382 King Riverside, California 92504	8/21/84 Dog Pound	\$550.00

Damage to Property.

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
MBA Management 707 W. Waveland Avenue Chicago, Illinois 60613	5/15/84 5553 N. Magnolia	\$360.60

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Rev. George L. Blackwell African Methodist Episcopal Zion Church 128 E. 58th Street Chicago, Illinois 60637	8/25/84 58th and Indiana	\$280.00

Damage to Vehicles.

Department of Sewers: Account No. 314.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Edward Szramczewski 4325 W. Parker Chicago, Illinois 60639	7/13/84 3030 N. Tripp	\$112.17
Susan M. Klaes 7756 W. Columbia Avenue Chicago, Illinois 60631	9/13/84 Devon and Canfield	101.03
Aetna Ins. Co. and Katherine Chakos File No. E208ACP P.O. Box 1512 Downers Grove, Illinois 60515	8/13/84 4538 N. Austin	274.53
Franklin E. Gerber 6244 N. Washtenaw Chicago, Illinois 60659	10/12/84 7408 N. Odell	135.01

Damage to Vehicle.

Department of Consumer Services: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Brad W. Moss 7549 N. Keystone Skokie, Illinois 60076	6/5/84 Blue Island and Ashland Avenue	\$226.98

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Peoples Gas Light and Coke Co. File No. 83-0-11	2/9/83 3409 W. Belmont Avenue	\$758.37

2/4/85

REPORTS OF COMMITTEES

13331

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
122 S. Michigan Avenue Chicago, Illinois 60603		
Peoples Gas Light and Coke Co. File No. 83-0-58 122 S. Michigan Avenue Chicago, Illinois 60603	4/27/83 1 E. 111th Street	\$260.77
Peoples Gas Light and Coke Co. File No. 83-0-70 122 S. Michigan Avenue Chicago, Illinois 60603	5/23/84 2356 E. 79th Street	236.72
Allstate Ins. Co. and Paul and Esther L. Linnear Cl. No. 2528991546-FSD P.O. Box 127 Skokie, Illinois 60077	5/10/83 7847 S. Ridgeland Avenue	196.00
Peoples Gas Light and Coke Co. File No. 83-0-128 122 S. Michigan Avenue Chicago, Illinois 60603	9/14/83 1215 W. 71st Street	292.16
Basilio Lopez 1836 N. Richmond Street Chicago, Illinois 60647	9/17/84 1836 N. Richmond Street	205.00
Frances Pauldon 5046 S. Kolin Avenue Chicago, Illinois	12/18/84 5046 S. Kolin	150.00
Anna Jesko 5514 S. Albany Chicago, Illinois 60629	6/14/84 5514 S. Albany	85.00

Damage to Vehicle.

Department of Public Works: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
U.P.S. Attn: Rich Broszczak 1400 S. Jefferson Chicago, Illinois 60607	4/17/84 24th and Calumet	\$80.67

Damage to Property.

Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Liberty Mutual Ins. Co. and Walter T. Glab- Pol. No. 450-1367 4343 W. Lincoln Highway Matteson, Illinois 60443	8/24/82 6025 S. Normandy	\$1,280.00
Louis J. Brugger 4906 N. Meade Chicago, Illinois 60630	1/27/84 4906 N. Meade	50.00
Sixto and Ramona Padro 1638 N. Troy Chicago, Illinois 60647	8/4/84 1638 N. Troy	150.00

Damage to Property.

Department of Water: Account No. 200.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Peoples Gas Light and Coke Co. File No. 82-0-126 122 S. Michigan Avenue Chicago, Illinois 60603	10/21/82 2742 S. Princeton Avenue	\$438.00
Peoples Gas Light and Coke Co. File No. 82-0-117 122 S. Michigan Avenue Chicago, Illinois 60603	9/23/82 2436 S. Central Park Avenue	702.00
Peoples Gas Light and Coke Co. File No. 83-0-30 122 S. Michigan Avenue Chicago, Illinois 60603	8/23/82 2016 W. Adams Street	873.00
Peoples Gas Light and Coke Co. File No. 82-0-143 122 S. Michigan Avenue Chicago, Illinois 60603	7/2/82 11201 S. Kedzie Avenue	231.00
Peoples Gas Light and Coke Co. File No. 82-0-146 122 S. Michigan Avenue Chicago, Illinois 60603	8/13/82 3056 E. 97th Street	455.00

2/4/85

REPORTS OF COMMITTEES

13333

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Peoples Gas Light and Coke Co. File No. 82-0-116 122 S. Michigan Avenue Chicago, Illinois 60603	9/23/82 3329 N. Hoyne Avenue	\$583.00
Peoples Gas Light and Coke Co. File No. 83-0-63 122 S. Michigan Avenue Chicago, Illinois 60603	5/9/83 5141-5143 S. Calumet Avenue	191.00
Phillip DiMenza 2833 S. Princeton Avenue Chicago, Illinois 60616	12/1/83 2833 S. Princeton Avenue	320.50
Peoples Gas Light and Coke Co. File No. 84-0-81 122 S. Michigan Avenue Chicago, Illinois 60603	6/19/84 3526 N. Oak Park Avenue	188.12
Illinois Bell Telephone Co. ZCD7476 208 S. LaSalle Street Chicago, Illinois 60604	3/1/84 1444 W. 37th Street	392.05
Arthur Pflug 6301 W. Higgins Road Chicago, Illinois 60630	1/1/84 6301 W. Higgins	170.00

Building Permit Refunds.

Department of Inspectional Services: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Permit Number</i>	<i>Amount</i>
Menotti Plumbing 2350 W. Grand Avenue Chicago, Illinois 60612	B620547	\$94.00
Patrick Linnane 10405 S. Lawndale Avenue Chicago, Illinois 60655	B600464 B608748	230.40
O. Gomez Construction 19 W. 55 Lake Street Addison, Illinois 60101	B625078	103.00

<i>Name and Address</i>	<i>Permit Number</i>	<i>Amount</i>
Jan Electric Company 8645 W. Cermak Road North Riverside, Illinois 60546	619641	\$27.50
Daniel J. Caddigan 114 S. Homan Chicago, Illinois 60655	Refund on electrical exam application	10.00
Edward Jones, Jr. 5331 W. Crystal Chicago, Illinois 60651	Refund on electrical exam application	10.00
Richard McDaniels, Jr. 642 N. Ashland Avenue LaGrange Park, Illinois 60525	Refund on electrical exam application	10.00

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Allstate Ins. Co. and Marcia Boyce Cl. No. 2500256926 P.O. Box 127 Skokie, Illinois 60077	6/14/84 1200 S. Kilbourn	\$178.00
Joseph C. Lizzo 8454 Hollywood Drive Orland Park, Illinois	10/5/83 35th and Lowe	668.42
John Hvasti 638 S. Cass Avenue Westmont, Illinois 60559	10/31/83 230 S. Columbus Drive	200.00
Robert J. Wonsley 307 Enterprise - Apt 101 Mt. Prospect, Illinois 60056	2/14/83 22nd and Michigan	368.31
Allstate Ins. Co. and Donald Dammons Cl. No. 270 919266 6 P. O. Box 127 Skokie, Illinois 60077	4/3/84 74th and State Street	1,154.72
American Ambassador Cas. Co. and Clint Tate Cl. No. 92240	2/27/84 55th and Ashland	224.66

2/4/85

REPORTS OF COMMITTEES

13335

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
900 Skokie Boulevard Northbrook, Illinois 60062]		
Avis Rent-A-Car File No. 110 0284 0117 P.O. Box 0 Carle Place, New York 11514	2/17/84 79th and Western	\$1,127.55
Aetna Life & Cas. Co. and Susan Rehak Cl. No. PD 497 84 P.O. Box 1512 Downers Grove, Illinois 60515	3/2/84 Cicero and Wrightwood	492.94
Allstate Ins. Co. and Daniel Krydynski Cl. No. 1838638391 7770 Frontage Road Skokie, Illinois 60076	3/22/84 1800 W. 35th Street	144.82
Wausau Ins. Co. and Sandra Sanford Cl. No. 59172963 P.O. Box 14510 St. Louis, Missouri 63198	2/29/84 City Auto Pound	124.60
Colonial Penn Ins. Co. and Jack Turnley Cl. No. 12-W840002314-W6 5 Penn Center Plaza Philadelphia, Penn. 19181	1/3/84 12800 S. Butler Drive	1,371.73
Gerald Michael Kash 3040 Kensington Westchester, Illinois 60153	3/28/84 State and Division Streets	295.33
State Farm Ins. Co. and Harlene Rinaldi Cl. No. 13-8509-726 16058 S. Oak Park Avenue Tinley Park, Illinois 60477	5/16/84 64th and Dan Ryan	762.46
Patrick Stillo 5429 S. McVicker Chicago, Illinois 60638	7/20/84 4811 W. 43rd Street	180.00
Bodiwalla Suryakant 1826 W. Farwell Chicago, Illinois 60626	6/30/84 Montrose and Elston Avenues	200.00

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Steve Springer 3950 N. Lake Shore Drive Chicago, Illinois 60613	7/30/84 Irving Park and Marine Drive	\$173.42
Rev. W. Joseph Reggin 3506 W. 62nd Place Chicago, Illinois 60629	3/8/84 2804 W. 65th Street	65.63
Clarence Keathley 7530 Kenwood Chicago, Illinois 60619	8/22/84 Vincennes and 107th Street	758.47
Katherine Chakos 4830 N. Nashville Avenue Chicago, Illinois 60656	8/13/84 4538 N. Austin	324.80
Ruth Majka 2825 - 224th Street Sauk Village, Illinois 60411	6/30/84 1300 E. 54th Street	176.44
Ethel Streeter 3001 S. Michigan - Apt 1709 Chicago, Illinois 60616	6/16/84 35th and State	200.00
Allstate and Julian Frazin Cl. No. 1239170838 P.O. Box 127 Skokie, Illinois 60077	1/23/84 LaSalle and Ontario Streets	316.08
Pearlie Bracey 4640 N. Sheridan Chicago, Illinois 60640	8/21/84 Grand Avenue and Ashland Avenue	140.59
Western States Ins. Co. and Richard and Nanette Kirby Cl. No. 44-012504-00 P.O. Box 860 Freeport, Illinois 61032	7/9/84 79th and Eggleston	200.00
Allstate Ins. Co. and Michael Wong Cl. No. 1239392531 P.O. Box 127 Skokie, Illinois 60076	8/13/84 Newport and Clark	527.08
Sametry O. Harris 7831 S. Cregier Avenue Chicago, Illinois 60649	9/25/84 7817 S. Cregier	87.60

2/4/85

REPORTS OF COMMITTEES

13337

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Helen Karall 5100 N. Marine Drive - Apt 4C Chicago, Illinois 60640	8/22/84 Sheridan Road and Greenleaf	\$63.35
Temetrice Kimble 3621 S. Michigan - Apt. 202 Chicago, Illinois 60653	9/14/84 33rd and Indiana	110.65
John W. McKinnies 900 W. Marquette Road Chicago, Illinois 60621	9/10/84 5710 S. Ashland Avenue	200.00
Phillip J. Saccente 1731 N. Meade Avenue Chicago, Illinois 60639	3/28/84 1731 N. Meade Avenue	99.90
Howard J. Schmoll 3926 N. Oakley Avenue Chicago, Illinois 60618	9/25/84 2011 W. Montrose	56.07
Shurney K. Brown 8501 S. Ada Chicago, Illinois 60620	9/10/84 5708 S. Ashland Avenue	260.94
Stephen Cambric 10151 S. Carpenter Chicago, Illinois 60643	9/18/84 7034 S. Carpenter	213.05
Rita Golden 5211 N. Potawatomie Chicago, Illinois 60656	9/21/84 Canfield and Devon	94.30
Frederick Frank 8309 S. Drexel Chicago, Illinois 60619	8/8/84 7063 S. Chicago Avenue	167.20
William E. Ransom 957 E. 101st Street Chicago, Illinois 60628	3/14/84 314 E. 95th Street	312.14
Joan Regelbrugga 400 W. Deming Place - Apt. 5J Chicago, Illinois 60614	8/22/84 Clark and Broadway	104.38

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
James Brya 3654 W. 55th Street Chicago, Illinois	10/9/84 3654 W. 55th Street	\$93.61
Elliot M. Bercovitz 221 E. Walton - Apt 20C Chicago, Illinois 60611	6/20/84 Cannon Drive and Webster	371.37
Walter Bryniarski 203 Burgess Geneva, Illinois 60134	6/2/84 875 N. Rush Street	414.49
Richard M. Daniels 2707 W. 86th Place Chicago, Illinois 60652	9/10/84 10800 S. Stony Island	190.43
Kathleen Martin 4240 N. Monticello Chicago, Illinois 60618	12/8/84 Auto Pound No. 7	1,995.37
Charles Staples 5719 S. Kimbark Avenue Chicago, Illinois 60637	12/2/84 LaSalle and Ontario Streets	68.71
John Dodrow 4334 W. Augusta Boulevard Chicago, Illinois 60651	2/28/84 4334 W. Augusta Boulevard	554.73
Timothy J. Marchman 1123 N. Austin Boulevard Chicago, Illinois 60651	3/10/84 6240 S. King Drive	184.83
Dr. Jack Ferlinz 1102 N. Grove Avenue Oak Park, Illinois 60302	5/5/84 218 E. Chicago Avenue	302.27

Damage to Vehicle.

Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Phillip Scafidi 5150 W. Eddy Chicago, Illinois 60641	10/24/84 740 N. Kilbourn	\$1,500.00

COMMITTEE ON ECONOMIC DEVELOPMENT.

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND AUTHORIZED FOR CONSTRUCTION OF PROJECT BY SPRINGFIELD REALTY AND INVESTMENT COMPANY.

The Committee on Economic Development submitted the following report:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on January 23, 1985) for the conditional approval of an industrial revenue bond in the amount of \$1,500,000 to finance an industrial development project in the City of Chicago to be owned by the Springfield Realty and Investment Company, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the

"Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$1,500,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Springfield Realty & Investment Company, an Illinois corporation (the "Company"), and Homak Mfg. Co., an Illinois corporation related to the Company (the "Related Company"), to be used by the Related Company as a manufacturing, storage and distribution facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed \$1,500,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and among the Department of Economic Development of the City of Chicago (the "Department"), Springfield Realty and Investment Company, an Illinois corporation (the "Company"), and Homak Mfg. Co., an Illinois corporation (the "Related Company").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a municipality and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), authorizing and empowering the City to issue its revenue bonds for purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Enabling Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to acquire land and an existing building and construct improvements thereto, and the Related Company proposes to acquire machinery, equipment and related property to be installed therein, such land, building and improvements to be owned by the Company and leased to and used by the Related Company, and such machinery and equipment to be owned and used by the Related Company, as a manufacturing, storage and distribution facility (the "Project"), all to be located in the City of Chicago, Illinois. The Company and the Related Company wish to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Enabling Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of its revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Enabling Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$1,500,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Enabling Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company and the Related

Company, or their designees, for occupancy and use by the Related Company, will promote and further the purposes of the Enabling Ordinance.

(g) The Department and the City reserve the right to give priority to the issuance of industrial development bonds and certain other "private activity bonds" of the City, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine, with the result that the City may not issue the Bonds in calendar year 1984 or calendar year 1985.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Enabling Ordinance as then in force.

(b) That it will cooperate with the Company and the Related Company, or their designees, in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City, the Company and the Related Company.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and the Related Company or their designees, and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

3. Undertakings on the Part of the Company and the Related Company. Subject to the conditions above stated, the Company and the Related Company agree as follows:

(a) That they, or their designees, will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) That contemporaneously with the issuance of the Bonds, the Company and the Related Company, or their designees, will enter into a revenue agreement, as defined in the Enabling Ordinance, with the City under the terms of which the Company and Related Company, or their designees, will obligate themselves to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City, the Company and the Related Company, or their designees.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, construction and installation of the Project or after payment of all cost of the acquisition, construction and installation of the Project, whichever is later, the Company and the Related Company, or their designees, (1) will furnish upon the request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including, but not limited, to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, construction and installation of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company and the Related Company, or their designees, located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company and the Related Company, or their designees, relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That they, or their designees, will take such further action and adopt such further proceedings as may be required to implement their aforesaid undertakings or as they may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company and the Related Company, or their designees, under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company and the Related Company, or their designees), the Department, the City and the Company and the Related Company, or their designees, shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All cost and expenses in connection with the financing and the acquisition, construction and installation of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company and the Related Company, or their designees. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company and the Related Company agree that they, or their designees, will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 28th day of December 1984.

[Signature forms omitted for printing purposes.]

*Exhibit A**Notice of Public Hearing.*

Notice is hereby given that on _____, 1985, at _____ M., in _____, Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago, or his designee, regarding a plan to issue not to exceed \$1,500,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to Springfield Realty & Investment Company, an Illinois corporation (the "Company"), and in part to Homak Mfg. Co., an Illinois corporation related to the Company (the "Related Company"), to acquire approximately _____ acres of real estate and an existing, approximately _____ square-foot building located thereon, construct improvements thereto, and acquire machinery, equipment and related property to be installed therein, said land, building and improvements to be owned by the Company to be leased to the Related Company, and said machinery and equipment to be owned by the Related Company, all to be used by the Related Company as a facility for the manufacture, storage and distribution of tool boxes, tool chests, tool cabinets and related products and to be located at _____, Chicago, Illinois.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Company (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No holder of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code of 1954, as amended. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Chicago, Illinois 60602, until _____, 1985. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 1985

/s/ Robert Mier
Commissioner of Economic Development,
Department of Economic Development of
the City of Chicago.

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND
AUTHORIZED FOR PROJECT BY NORTHWEST
HIGHWAY VENTURE.

The Committee on Economic Development submitted the following report:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on January 23, 1985) for the conditional approval of an industrial revenue bond in the amount of \$985,000 to finance an industrial development project in the City of Chicago to be owned by the Northwest Highway Venture, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$985,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Northwest Highway Venture, an Illinois general partnership, or a land trust of which said partnership is sole beneficiary, for leasing to A. G. Busch & Co., Inc., an Illinois corporation, to be used as a facility for the manufacture of electrical components and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed \$985,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Northwest Highway Venture, an Illinois general partnership, of which the general partners are Bruce E. Creger of Northbrook, Illinois and Richard F. Wharton of Glenview, Illinois (the "Borrower").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6 (a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Borrower proposes to construct an addition, consisting of 12,700 sq. ft., to an existing manufacturing facility located at 6060 N. Northwest Highway in Chicago, Illinois and to acquire land adjacent to said facility to be used for employee parking, which facility shall be leased to A.G. Busch & Co., Inc., an Illinois corporation (the "Company"), to be used by the Company as a facility for the manufacture of electrical components (the "Project"). The Borrower wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance and to issue and sell its revenue bonds in an amount not to exceed \$985,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

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

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Borrower 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 Borrower. Subject to the conditions above stated, the Borrower agrees as follows:

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

(b) That contemporaneously with the issuance of the Bonds, the Borrower will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Borrower will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Borrower.

(c) That contemporaneously with the issuance of the Bonds and the entry into the appropriate instrument under paragraph (b) hereof, the Borrower will enter into a lease agreement, agreement of sale, financing agreement or other instrument with the Company under the terms of which the Company will obligate itself to pay the Borrower sums corresponding to the sums paid under the instrument executed pursuant to paragraph (b) hereof, and the Borrower shall assign such sums to the City, to a lender or to a trustee for the benefit of the holders of the Bonds.

(d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition and construction of the Project or after payment of all costs of said acquisition and construction of the Project, whichever is later, the Borrower will and will cause the Company to (1) furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition and construction of the Project,

and (2) permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours and to examine and copy at the principal office of the Borrower and the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Borrower and the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(e) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Borrower under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Borrower), the Department, the City and the Borrower shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and acquisition and construction of the Project, including the fees and expenses of counsel to the City and the Department, Carlson and Hug, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower. If the events set forth in (a) of this paragraph do not take place within the time set forth on any extension thereof and the Bonds are not sold within such time, the Borrower agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 21st day of January, 1985.

[Signature forms omitted for printing purposes.]

Exhibit A

Notice of Public Hearing.

Notice is hereby given that on _____, 1985, at _____ M. in _____, Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not to exceed \$950,000 Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City") the proceeds of which will be loaned to Northwest Highway Venture, an Illinois general partnership, of which the general partners are Bruce E. Creger of Northbrook, Illinois and Richard F. Wharton of Glenview, Illinois (the "Borrower") or an Illinois land trust of which the Borrower is the sole beneficiary, to construct an addition, consisting of 12,700 sq. ft., to an

existing manufacturing facility located at 6060 N. Northwest Highway, Chicago, Illinois and to acquire land adjacent to said facility to be used for employee parking, said facility to be leased to A.G. Busch & Co., Inc., an Illinois corporation (the "Company") and used by the Company as a facility for the manufacture of electrical components.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Borrower (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No owner of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Room 2800, Chicago, Illinois 60602 until _____, 1985. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 1985.

Commissioner of Economic Development
Department of Economic Development
of the City of Chicago

**CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND
AUTHORIZED FOR PROJECT BY PHEOLL
MANUFACTURING, INCORPORATED.**

The Committee on Economic Development submitted the following report:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Harold Washington (which was referred on January 23, 1985) for the conditional approval of an industrial revenue

bond in the amount of \$3,000,000 to finance an industrial development project in the City of Chicago to be owned by Pheoll Manufacturing, Inc., begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$3,000,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Pheoll Manufacturing, Inc. or an entity affiliated therewith, to be used as a facility for the manufacturing of speciality fasteners, screws, cold headed parts and related products, together with related offices, and to be located in the City of Chicago, Illinois at 5630-5700 Roosevelt Road (except for certain related parking lots located on the south side of Roosevelt Road, across from such facility, in the Town of Cicero) and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial development project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed \$3,000,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago, (the "Department") and Pheoll Manufacturing Inc. ("the Company").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage

and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to acquire, renovate and equip a facility for the manufacturing of specialty fasteners, screws, cold headed parts and related products, together with related offices, in the City of Chicago, Illinois at 5630-5700 Roosevelt Road (except for certain related parking lots located on the south side of Roosevelt Road, across from such facility, in the Town of Cicero) (the "Project"). The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of its revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, leases, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an aggregate principal amount not to exceed \$3,000,000 (the "Bonds") to pay cost of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

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

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate

payments, to be made by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds payable under the instruments whereby the Project shall be financed, shall be such sums sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

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

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

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, and interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Company, such approval by the Department to be evidenced by the execution of such agreement by the City.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, construction and equipping of the Project or after payment of all costs of acquisition, renovation and equipping of the Project, whichever is later, the Company (1) will furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, construction and equipping of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours, all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City and the Company shall have agreed to mutually acceptable terms and conditions of the agreements and instruments

referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses incurred in connection with financing, acquisition, construction and equipping of the Project, including the fees and expenses of counsel to the City and the Department, Gardner, Carton & Douglas, as bond counsel, and counsel to the purchaser of the Bonds, if any, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in subparagraph (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 21st day of January, 1985.

[Signature forms omitted for printing purposes.]

Exhibit A

Notice of Public Hearing.

Notice is hereby given that on _____, 1985 at _____ M. in _____, Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not exceeding \$3,000,000 principal amount of Industrial Revenue Bonds (the "Bonds"), of the City of Chicago the proceeds of which will be loaned to Pheoll Manufacturing, Inc. (the "Company") to be used by the Company for the acquisition, renovation and equipping of certain facilities to comprise a facility for the manufacturing of specialty fasteners, screws, cold headed parts and related products, together with related offices, including two buildings of approximately 195,000 and 61,000 square feet which facilities will be located within the City of Chicago at 5630-5700 Roosevelt Road (except for certain related parking lots located on the south side of Roosevelt Road, across from such facility, in the Town of Cicero) (the "Project").

The Bonds will be issued by the City pursuant to its powers as a home rule municipality under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, as the principal of, and interest on the Bonds will be payable solely from amounts received in repayment of the loan by the Company. Neither the credit nor the taxing power of the City, the State of Illinois or of any political subdivision thereof will be pledged for the payment of the principal, premiums, if any, or interest on the Bonds.

The above-noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may also be submitted to the Department of Economic Development at its office located at 20 North Clark Street, Room 2800 Chicago, Illinois 60602 until _____ 1985. Subsequent to the public hearing, the City Council will meet to consider approving the issuance of the Bonds.

Notice Dated _____, 1985.

Commissioner of Economic Development
of the City of Chicago

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

**APPROVAL OF CONTRACT FOR ACQUISITION OF PROPERTY AT
940 WEST EXCHANGE STREET FOR USE BY BUREAU
OF ELECTRICITY.**

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

WHEREAS, The Department of Streets and Sanitation of the City of Chicago needs to acquire additional facilities and property to house the Radio Repair Shop of the Bureau of Electricity; and

WHEREAS, The Department of Streets and Sanitation has determined that it is necessary and advantageous for said purpose to acquire the building and property commonly described as 940 West Exchange Street, Chicago, and legally described as stated in Exhibit A, which is attached hereto and incorporated by this reference herein; and

WHEREAS, The property has been and is presently offered for sale by the owners; and

WHEREAS, The Office of Budget and Management has previously approved an expenditure for this acquisition; and

WHEREAS, The City Council has by ordinance, recently approved and granted authority to negotiate for acquisition of the property located at 940 West Exchange Street; and

WHEREAS, The parties have negotiated and agreed upon a proposed contract as set forth in Exhibit B; now, therefore;

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

SECTION 1. That it is desirable and necessary that the property commonly described as 940 West Exchange Street, and legally described as stated in Exhibit A, (attached hereto and incorporated by this reference herein;) be acquired by the City of Chicago for the purpose herein set forth in this ordinance.

SECTION 2. That pursuant to negotiations, the Seller has agreed to sell and the City of Chicago has agreed, subject to City Council approval, to purchase said property upon the terms and conditions as stated in the contract, a copy of which is attached hereto as Exhibit B and is incorporated by this reference herein.

SECTION 3. That the Mayor is authorized to execute and the City Clerk to attest and affix the corporate seal in behalf of the City of Chicago, to the contract for the purchase of 940 West Exchange Street in the form set forth in Exhibit B to this ordinance, which is attached hereto and incorporated by this reference herein.

SECTION 4. In case the owner or owners of said property, notwithstanding the contract, fails to convey and the City is unable to reach agreement with the owners on purchase price, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, the Corporation Counsel is authorized to institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

SECTION 5. 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO
NEGOTIATE FOR ACQUISITION OF PROPERTY AT
5440 SOUTH CICERO AVENUE/4832-4844 WEST
55TH 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. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Aviation, the following described property in order to remove a major obstruction within the clear zone for Runway 4R at Chicago Midway Airport; said obstruction being 5440 South Cicero Avenue and 4832 to 4844 West 55th Street. Payment for the property is to be made under Fund Number 623- 8653-540.

That part of the West 550 feet of the Southeast quarter of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, lying South of and adjoining the Southerly right of way line of the Chicago and Western Indiana Railroad right of way, excepting therefrom the North 400 feet thereof and excepting therefrom that portion previously conveyed or dedicated for public highway purposes. (Commonly known as 5440 S. Cicero Avenue and 4832 to 4844 W. 55th Street)

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

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

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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 PERMANENT EASEMENT FROM CHICAGO AND
NORTH WESTERN TRANSPORTATION COMPANY FOR ERECTING
CONCRETE RETAINING WALL AT ENTRANCE
TO HOWARD-DAN RYAN YARD.

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 accept, the City Clerk to attest and the Commissioner of Public Works, and the City Comptroller to approve upon approval of the Corporation Counsel as to form and legality, a permanent easement from the Chicago and North Western Transportation Company to the City of Chicago authorizing the construction of a concrete retaining wall required for the transit entrance to the Howard-Dan Ryan Yard, said easement to be substantially in the following form:

The Grantor, Chicago and North Western Transportation Company, a Delaware corporation, whose principal office is located at 165 North Canal Street, Chicago, Illinois, for the consideration of Six Hundred and no/100 Dollars (\$600.00), grants a permanent easement for a retaining wall and for no other purpose whatsoever, to the City of Chicago, Department of Public Works, Grantee, over and upon the following described real estate situated in the City of Evanston, County of Cook, and the State of Illinois, to wit:

That part of the right-of-way of the Chicago and North Western Railway Company in the West Half of the North of the Northeast Quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at the intersection of the South line of Mulford Street and the Easterly right-of-way line of aforesaid Railway; thence Southeasterly along said right-of-way line a distance of 139.30 feet; thence Southwesterly along a straight line drawn perpendicular to said right-of-way line a distance of 2.00 feet; thence Northwesterly along a line parallel with the Easterly right-of-way line as aforesaid a distance of 139.68 feet to the South line of Mulford Street; thence East along said South line of street a distance of 2.03 feet to the point of beginning.

Except and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing drainage, driveways, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, to said Grantor, and to its successors and assigns forever, the right, not only to maintain and operate its present railroad tracks and facilities, as now located within the limits of the real estate hereinabove described, but also the right to construct, maintain and operate at any and all time or times such additional railroad tracks and facilities as said Grantor, or its successors, lessees, licensees or assigns may in the future desire.

By the acceptance of this conveyance, the Grantee, its successors and assigns, hereby agrees to and does henceforth indemnify and save harmless, Grantor, its successors and assigns, from and against any and all losses, claims, demands, suits, or liabilities arising by reason of the injury to or death of any person whomsoever, the retaining wall, or by reason of any other activities conducted by the Grantee, its employees, agents and contractors, while on or above the aforesaid premises, and for any and all losses, claims, demands, suits or liabilities arising by reason of the loss or damage to the property of any person whomsoever, in connection with the existence, maintenance, repair or replacement of the retaining wall, or by reason of any other activities conducted by the Grantee, its employees, agents and contractors, while on or about the aforesaid premises.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof as a retaining wall.

Dated this _____ day of _____,
19____.

[Signature forms omitted for printing purposes.]

SECTION 2. That 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 47.

Nays -- None.

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

APPROVAL FOR PAYMENT OF JUDGMENT ORDER IN
CONNECTION WITH ACQUISITION OF PROPERTY
FOR HOWARD-DAN RYAN TRANSIT LINE
IMPROVEMENT.

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 January 14, 1985, recommending the approval of payment of the Judgment Order in connection with the acquisition of property for the construction of the Howard-Dan Ryan Transit Line Improvement as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the County Treasurer, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 051-6210-859.

Parcels	Address	Amount
9, 9AE and 9TE	222 North Chicago, Evanston, Illinois	\$65,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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 VILLAGE OF NORRIDGE 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 Village of Norridge, whereby said Village shall convey to the City of Chicago a permanent easement for the limited purpose of installing, operating and maintaining a sixty (60) inch water main across and under W. Foster Avenue between N. Overhill Avenue and N. Canfield Road (to the south), 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 Village of Norridge (hereinafter sometimes called the "Village").

Witnesseth:

Whereas, the Village of Norridge, a municipality incorporated in and under the laws of the State of Illinois, is the fee simple owner of land bounded on the east by a line on and parallel to the centerline of N. Overhill Avenue, on the west by a line on and parallel to the centerline of N. Canfield Road (to the south), on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue and on the north by a line parallel to and on the centerline of Foster Avenue 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 easement across and under said property hereinbefore described for the limited purpose of installing, operating and maintaining a sixty (60) inch water main on the centerline of Foster Avenue; and

Whereas, the Village desires to cooperate with the City of Chicago and to grant the aforesaid permanent easement; and

Whereas, the Village has the power to enter into this Agreement and to grant the aforesaid permanent 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 Village shall convey to the City of Chicago a permanent easement for the limited purpose of installing, operating and maintaining a sixty (60) inch water main across and under a parcel of land bounded on the east by a line on and parallel to the centerline of N. Overhill Avenue, on the west by a line on and parallel to the centerline of N. Canfield Road (to the south), on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the north by a line on and parallel to the centerline of Foster Avenue 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 Village 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 Village 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 consent of the City. The Village 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 Village for any such damages, the Village 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 Village and reasonable costs incurred in connection with such claims and actions shall be chargeable by the Village 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

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 Village of Norridge in the State of Illinois, has caused this Agreement to be signed in its name by its Mayor, its Corporate Seal to be hereunto affixed and attested by its Village Clerk 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 Village of Norridge, 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 easement for the purpose of installing, operating and maintaining a water main across and under a parcel of land bounded on the east by a line on and parallel to the centerline of N. Overhill Avenue, on the west by a line on and parallel to the centerline of N. Canfield Road (to the south), on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue and on the north by a line on and parallel to the centerline of Foster Avenue situated in Cook County, Illinois.

In Witness Whereof, said Grantor has caused its name to be signed to these presents by its Mayor and its Village Clerk this 14th day of November, A.D., 1984.

[Signature forms omitted for printing purposes.]

Exhibit "B" printed on page 13364 of this Journal.

SECTION 2. This ordinance shall be in force and effect from and after the date of its passage.

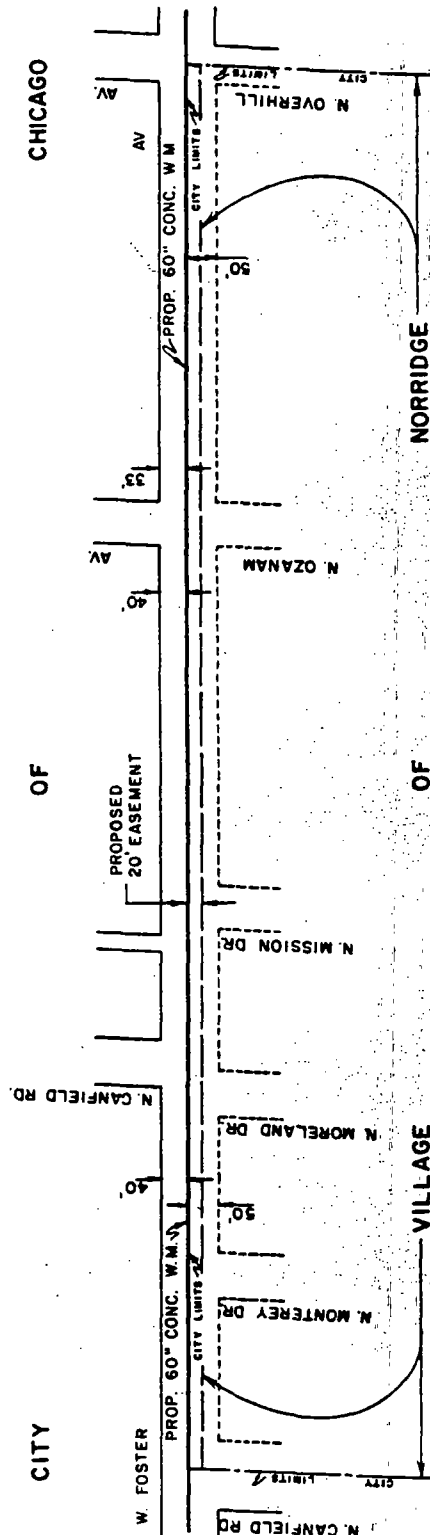
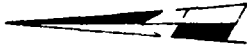
On motion of Alderman Banks, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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.

(Continued on page 13365)



**60" MAYFAIR - O'HARE
REINFORCEMENT FEEDER MAIN
W. FOSTER AV.
N. OVERHILL AV. TO N. CANFIELD RD.
LOCATION PLAN**

APPROVED _____
ENGINEER OF WATER DISTRIBUTION

APPROVED _____
COMMISSIONER
DEPARTMENT OF WATER

DRAWN BY _____
W. J. G.

ORDER NO. **71575**

P.N. 83-03-02-01

EXHIBIT "B"

(Continued from page 13363)

AUTHORITY GRANTED FOR EXECUTION OF EASEMENT AGREEMENT
BETWEEN CITY AND VILLAGE OF HARWOOD HEIGHTS FOR
CONSTRUCTION ON MAYFAIR-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 Village of Harwood Heights, whereby said Village shall convey to the City of Chicago a permanent easement for the limited purpose of installing, operating and maintaining a sixty (60) inch water main in W. Foster Avenue between N. Harlem Avenue and N. Oriole 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 Village of Harwood Heights (hereinafter sometimes called the "Village").

Witnesseth:

Whereas, the Village of Harwood Heights, a municipality incorporated in and under the laws of the State of Illinois, is the fee simple owner of land bounded on the east by a line parallel to and on the centerline of N. Harlem Avenue, on the west by a line parallel to and on the centerline of N. Oriole Avenue, on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the north by a line parallel to and on the centerline of Foster Avenue 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 easement across and under said property hereinbefore described for the limited purpose of installing, operating and maintaining a sixty (60) inch water main on the centerline of Foster Avenue; and

Whereas, the Village desires to cooperate with the City of Chicago and to grant the aforesaid permanent easement; and

Whereas, the Village has the power to enter into this Agreement and to grant the aforesaid permanent 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 Village shall convey to the City of Chicago a permanent easement for the limited purpose of installing, operating and maintaining a sixty (60) inch water main across and under a parcel of land bounded on the east by a line parallel to and on the centerline of N. Harlem Avenue, on the west by a line parallel to and on the centerline of N. Oriole Avenue, on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the north by a line parallel to and on the centerline of Foster Avenue 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 Village 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 Village 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 consent of the City. The Village 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 Village for any such damages, the Village 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 Village and reasonable costs incurred in connection with such claims and actions shall be chargeable by the Village 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

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 Village of Harwood Heights in the State of Illinois, has caused this Agreement to be signed in its name by its

Mayor, its Corporate Seal to be hereunto affixed and attested by its Village Clerk, 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 Village of Harwood Heights, 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 easement for the purpose of installing, operating and maintaining a water main across and under a parcel of land bounded on the east by a line parallel to and on the centerline of N. Harlem Avenue, on the west by a line parallel to and on the centerline of N. Oriole Avenue on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue and on the north by a line parallel to and on the centerline of Foster Avenue situated in Cook County, Illinois.

In Witness Whereof, said Grantor has caused its name to be signed to these presents by its Mayor and its Village Clerk this _____ day of _____ A.D., 19_____.

[Signature forms omitted for printing purposes.]

[Exhibit "B" printed on page 13368 of this Journal.]

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:

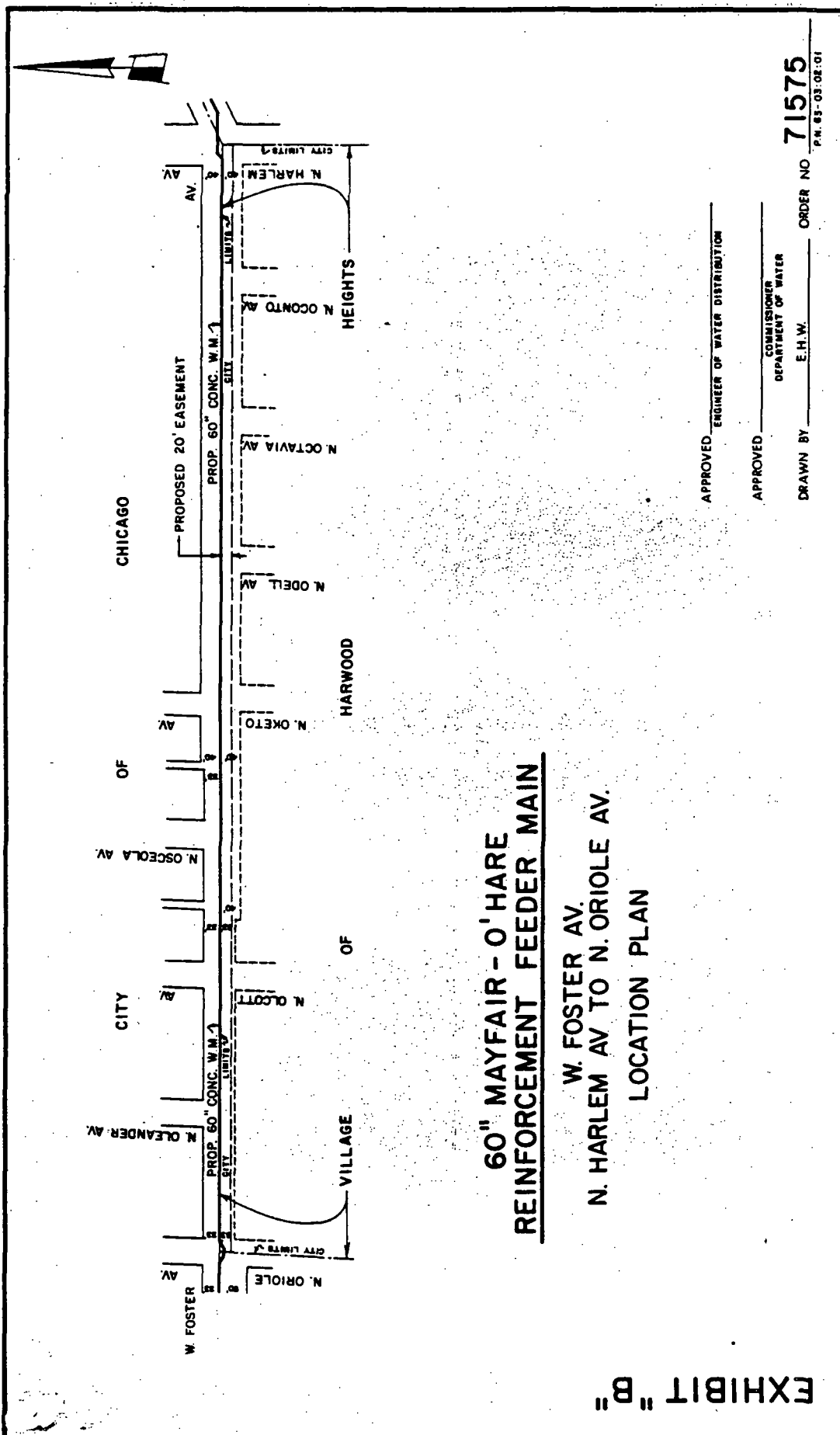
Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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 EVEN EXCHANGE OF LAND
BETWEEN CHICAGO PARK DISTRICT AND BOARD
OF EDUCATION FOR PROPERTY LOCATED AT
5617 SOUTH NARRAGANSETT AVENUE.

(Continued on page 13369)



(Continued from page 13367)

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

WHEREAS, The Board of Education of the City of Chicago has requested that there be an even exchange of land between the Board of Education and the Chicago Park District at the N. Northeasterly Corner of North Ottawa Avenue and Northwest Highway. The Board of Education presently owns a site which has 214.0 feet on North Northwest Highway and 144.0 feet on N. Ottawa Avenue, which is improved with an old school house and has been leased to the Chicago Park District since October 1, 1936. The Chicago Park District owns a tract of land to the south of Kennedy High School, which will relieve the parking problems at this school; and

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held October 10, 1984, by vote of not less than two-thirds of the full membership order and request in writing the City Council of the City of Chicago, to sell and convey in the manner provided by statute from the City of Chicago In Trust For The Use of Schools to the Chicago Park District, a body politic and corporate, the following described real estate, hereinafter described; now, therefore,

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

SECTION 1. That the following described real estate, to-wit:

Northwesterly seven feet of Lot 31 and all of Lots 32-39 both inclusive, in Block 13 of Edison Park being a Subdivision of the Southwest quarter of Section 36, Township 41, Range 12, East of the Third Principal Meridian in Cook County, Illinois

which real estate is not used for any school purpose, 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 in consideration of an even exchange of the above described school land to be conveyed to the Chicago Park District by the City of Chicago In Trust For The Use of Schools, the Board of Education authorizes the acquisition of suitable deed of conveyance of title from the Chicago Park District, the real estate hereinafter described, which is necessary and convenient to convey, use and improve for school purposes. The following described real estate to-wit:

Beginning at the point of intersection of the South line of West 56th Street and East line of S. Narragansett Avenue; thence South along the East line of South Narragansett Avenue to a point 158.50 feet, which is the point of beginning; thence East and parallel with the South line of W. 56th Street a distance of 370.0 feet; thence South and parallel to the East line of South Narragansett Avenue a distance of 65.0 feet; thence west and parallel to the South line of West 56th Street a distance of 370.0 feet; thence North on the East line of S. Narragansett Avenue to the point of beginning containing 24,050 square feet all in the Northwest quarter of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian in the City of Chicago, County of Cook, State of Illinois. feet; thence North on the East line of S.

Narragansett Avenue to the point of beginning containing 24,050 square feet all in the Northwest quarter of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian in the City of Chicago, County of Cook, State of Illinois.

SECTION 3. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute proper deed of conveyance of said described property to the Chicago Park District, a municipal corporation.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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 TO ADVERTISE FOR SALE
PARCELS OF CITY-OWNED PROPERTY AT
SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted thirty-eight proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith to authorize advertisement for sale 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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):

6148-6150 South Aberdeen 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 19 in Jerberg's Subdivision of the East half of the North 15 acres and Lot 20 in Jerberg's Subdivision of the East half of the North 5 acres of the East half of the West half of the Southwest quarter of the Southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6148-6150 South Aberdeen Street, Permanent Tax Nos. 20-17-417-035 and 036).

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.

6146-6148 South Ada 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 34 and 35 in Block 2 in Richard S. Cox, Jr.'s Subdivision of 10 acres in the Southeast quarter of the Southwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6146-6148 South Ada Street, Permanent Tax Nos. 20-17-320-043 and 044).

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.

3348 South Calumet 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 27 in Charles Cleaver's Subdivision of Lots 3 to 6 in Block 2 in Dyer and Davisson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3348 South Calumet Avenue, Permanent Tax No. 17-34-122-081).

Subject to 1971 through 1978 open 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.

4237-4239 South Calumet 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 4 and the South 18 feet of Lot 3 in Subdivision of Lots 25 to 36 and Lots 61 to 72 in A. J. Averill's Subdivision of the Southeast quarter of the Southeast quarter of the Northwest quarter in Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4237-4239 South Calumet Avenue, Permanent Tax No. 20-03-123-014).

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.

5153-5155 South Calumet 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 North 53 feet of the West 150 feet of Lot 15 in E. Bayley's Subdivision of the North half of the Northeast quarter of the Southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5153-5155 South Calumet Avenue, Permanent Tax No. 20-10-306-016).

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.

1832-1834 South Carpenter 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 4 and 5 in Sub-Block 8 in Walsh & McMullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1832-1834 South Carpenter Street, Permanent Tax Nos. 17-20-409-024 and 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.

1233 North Cleaver 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 22 in Block 1 in Meyerhoff's Subdivision of the North half of Block 13 in Canal Trustee's Subdivision of the West half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1233 North Cleaver Street, Permanent Tax No. 17-05-124-011).

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.

1922-1924 Desplaines 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 4 in Assessor's Division of Lots 11, 12 and 17 in Subdivision of Lot 1 in Block 38 in Canal Trustees Subdivision of the West half of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1922-1924 Desplaines Street, Permanent Tax No. 17-21-322-023).

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.

1932 South Desplaines 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 10 feet of Lot 18 and the North 10 feet of Lot 23 in Stinson's Subdivision of Lot 1 in Block 38 in the Canal Trustees' Subdivision of the West 1/2 and so much of the Southeast 1/4 as lies West of the South Branch of the Chicago River in Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1932 South Desplaines Street, Permanent Tax No. 17-21-322-026).

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.

2144 West Dickens 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 47 in Block 6 in Sherman's addition to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2144 West Dickens Avenue, Permanent Tax No. 14-31-130-022).

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.

*1001-1007 West Division Street/1148-1174
North Hickory Avenue.*

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 North half of Lot 31, and all of Lots 32 to 34 in Block 76 in Elston Addition to Chicago, in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1001- 1007 West Division Street/1148-1174 North Hickory Avenue, Permanent Tax No. 17-05-402-023).

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.

864-868-870 North Elston 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, 46 and 47 in Block 11 in Elston Addition to Chicago, a Subdivision in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 864-868-870 North Elston Avenue, Permanent Tax Nos. 17-05-412-051, 050 and 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.

1421 West Erie 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 9 in Block 12 in Bickerdike's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1421 West Erie Street, Permanent Tax No. 20- 17-217-048).

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.

6117 South Greenwood 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 North 1/2 of Lot 21 in the Subdivision of Block 2 in Charles Busby's Subdivision of the South 1/2 of the Southwest 1/4 (except 2-1/2 Acres) of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6117 South Greenwood Avenue, Permanent Tax No. 20-14-311-005).

Subject to 1979 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.

6954 South Harvard 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 4 in Resubdivision of Lots 5, 6 and 7 in Block 9 of Subdivision of Lots 5, 6 and the South half of Lot 7 in Block 9 with Lots 1 to 5 in Block 10, Normal School Subdivision of the West half of the South East quarter of Division 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 (commonly known as 6954 South Harvard Avenue, Permanent Tax No. 20-21- 411-038).

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.

6210 South May 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 42 in the Subdivision of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6210 South May Street, Permanent Tax No. 20-17-424-018).

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.

830 South Oakley Boulevard.

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 North 25 feet of Lot 9 in Campbell's Subdivision of Block 13 in Morris & Others' Subdivision of West 1/2 of Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 830 South Oakley Boulevard, Permanent Tax No. 17-18-315-044).

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.

1657 West Ohio 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 58 in Forbue Subdivision of part of Block 17 in Canal Trustees' Subdivision in Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1657 West Ohio Street, Permanent Tax No. 17-07-223-002).

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.

14-16 North Parkside 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:

That part of Lots 39, 30 and the East 9.5 feet of Lot 41 taken as a Tract, lying North of a line 74 feet North of and parallel with the North line of Madison Street, as widened, all in Block 5 in Henry Waller's Subdivision of the South 43.75 Acres of the East 1/2 of the Southeast 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 14-16 North Parkside Avenue, Permanent Tax No. 16-08-422-034).

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.

1470-1472 North Paulina Street/1709 West LeMoyne 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 1 and 2 in Block 6 in McReynold's Subdivision of part of the East 1/2 of the Northeast 1/4, lying North of Milwaukee Avenue of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly

known as 1470-1472 North Paulina Street/1709 West LeMoyne Avenue, Permanent Tax Nos. 17-06-210-040 and 039).

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.

948 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 39 in Dinett's Subdivision of the East half of Block 24 in Canal Trustee's Subdivision of the West half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 948 North Racine Avenue, Permanent Tax No. 17-05-318-029).

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.

7827-7829 South 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:

Lots 33, 34 and 35 (except the North 1.28 feet thereof) in Fisher and Miller's 1st Addition to West Auburn, being a Subdivision of Block 25 in the Subdivision of the South East 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, (except the North 99 feet thereof) in Cook County, Illinois (commonly known as 7827-7829 South Racine Avenue, Permanent Tax No. 20-29-424-039).

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.

3911-3913 West Roosevelt Road.

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 6 and 7 in Block 2 of Frank Wells and Company's Boulevard Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3911-3913 West Roosevelt Road, Permanent Tax No. 16-23-101-006).

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.

3917 West Roosevelt Road.

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 4 in Block 2 in Frank Wells & Company's Boulevard Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3917 West Roosevelt Road, Permanent Tax No. 16-23-101-004).

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.

1930 South Shelby Court.

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 East 1/2 of Lot 23 in the Subdivision of Block 13 in Walsh & McMullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1930 South Shelby Court, Permanent Tax No. 17-20-423-023).

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.

1601-1609 South Trumbull 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 45, 46, 47 and 48 in Block 1 in Trumbull's Subdivision of that part of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1601-1609 South Trumbull Avenue, Permanent Tax Nos. 16-23-403-001 and 002).

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.

4919 South Vincennes 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 1 in Fitzpatrick's Subdivision of part of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4919 South Vincennes Avenue, Permanent Tax No. 20-10-217-009).

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.

3008-3018 West Washington Boulevard.

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 130, 131, 132, 133 and 134 in Flint's Addition to Chicago, in the South West quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3008-3018 West Washington Boulevard, Permanent Tax Nos. 16-12-320-014, 015, 016 and 017).

Subject to any open back 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.

1701 North Washtenaw 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 24 in Fairfield & Tudor's Subdivision of the West half of Block 5 in Borden's Subdivision of the West half of the South East quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1701 North Washtenaw Avenue, Permanent Tax No. 13-36-419-024).

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.

11401 South Watkins 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 34 and 35 in Block 88 in Washington Heights, according to Plat recorded June 27, 1872 as Document 39778, Book two of Plats Pages 45, 46 and 47 in Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (center and rear of building), (commonly known as 11401 South Watkins Avenue, Permanent Tax No. 25-19-227-001).

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.

5041 North Winthrop 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 37 1/2 feet of Lot 5 in Block 7 of Argyle being a Subdivision of Lots 1 and 2 of Fussey and Finnimores Subdivision of the South East fractional quarter of Section 8, Township 40 North, Range 14, and Lots 1 and 2 of Colehour and Conarroes Subdivision of Lot 3 of said Fussey and Fennimore Subdivision aforesaid in Cook County, Illinois (commonly known as 5041 North Winthrop Avenue, Permanent Tax No. 14-08-405-005).

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.

211 South Wood Street/1759 West Adams 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 1 in Ilett and Hartwell's Subdivision of Lots 1 to 9 in Walker's Resubdivision of Block 17 in Smith's Subdivision of Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 211 South Wood Street/1759 West Adams Street, Permanent Tax No. 17-18-220-001).

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.

436 East 49th 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 East 1/2 of Lot 6 in Block 2 in Snow and Dickenson's Subdivision of that part of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian lying West of Vincennes Avenue, in Cook County, Illinois (commonly known as 436 East 49th Street, Permanent Tax No. 20-10-208-029).

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.

1106-1108 West 58th Street/5758 South Aberdeen 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 8-1/3 feet of Lot 23 and all of Lot 24 in B.F. Jacob's Resubdivision of Block 1 in McCarthy's Subdivision of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in

Cook County, Illinois, (commonly known as 1106-1108 West 58th Street/5758 South Aberdeen Street, Permanent Tax No. 17-08-117-007).

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.

1231 West 71st 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 11 and 12 in Block 1 in Weddell and Cox's Hillside Subdivision in the Northwest quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1231 West 71st Street, Permanent Tax Nos. 20-29-104-021 and 022).

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.

1300 East 71st 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 18 to 22 inclusive, Block 4, Scammon & Dickey's Subdivision of that part of the West half, Southeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, lying East of the Illinois Central Railroad (except 1 Acre in the Northeast corner thereof), (commonly known as 1300 East 71st Street, Permanent Tax No. 20-23-420- 020).

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.

1138 West 95th Place.

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 23 and 24 in Block 1, in Hett Lynch & Weep's Vincennes Avenue Addition to Washington Heights, a Subdivision in Northeast 1/4 lying West of Chicago, Rock Island & Pacific Railroad, Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1138 West 95th Place, Permanent Tax No. 25-08-200- 022).

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.

1317 West 109th 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 in Block 10 in Frank Timmes Morgan Park Subdivision of Blocks 10 and 11 and 14 in Street Subdivision of the East half, Southwest quarter, Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1317 West 109th Street, Permanent Tax No. 25-17-319-018).

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.

**BIDS REJECTED AND CITY COMPTROLLER AUTHORIZED
TO RE-ADVERTISE FOR SALE PARCELS OF CITY-
OWNED PROPERTY AT SUNDRY LOCATIONS.**

The Committee on Land Acquisition and Disposition submitted separate reports recommending that the City Council pass three proposed ordinances transmitted therewith to reject bids submitted for certain City-owned 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:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, 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):

4500 South Forrestville Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of J. Frank Williams, Jr., 35 South 16th Avenue, Maywood, Illinois to purchase for the sum of \$50.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 20, 1983, page 2705.

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

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

Lot 6 in Clark and Trainor's Subdivision of Lots 10 to 13 and North 22 feet of Lot 14 in Block 2 in John Wilson's Subdivision of the North 4 acres of Lot 1 in Cleaver's and Taylor's Subdivision of the North 1/2 of the South 1/2 of the East 1/2 of the Southwest 1/4 of the North 1/2 of the South 1/2 of the West 1/2 of the Southeast 1/4 of Section 3, Township 38, North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4500 South Forrestville Avenue; Permanent Tax No. 20-03-416-023).

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.

6244 South Laflin Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Johnny Ray, 1505 West Garfield, Chicago, Illinois to purchase for the sum of \$500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed February 15, 1984, page 5069.

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

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required

for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 18 in Theodore P. Shor's Subdivision of the East half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6244 South Laflin Street, Permanent Tax No. 20-17-326-035).

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.

406-416 North Leamington Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Burl Price, Jr. 4115 W. Roosevelt Road, Chicago, Illinois 60624 to purchase for the sum of \$15,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 28, 1980, page 2308.

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

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

The South 22 feet of Lot 14 and all of Lots 15 to 17, in Block 3 in Waller's Subdivision of the West half of the West half of the Northeast quarter (except the North 22 acres) in Section 9, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 406-416 North Leamington Avenue, Permanent Tax No. 16-09-224-028).

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.

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 ten 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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):

9330 South Cottage Grove Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Melvin L. Jenkins, 9417 South St. Lawrence, Chicago, Illinois 60619 to purchase for the sum of \$5,050.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, page 3591 described as follows:

Lot 13 in Block 1 in Burnside, a Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 3 & part of the Southwest 1/4 of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 9330 South Cottage Grove Avenue, Permanent Tax No. 25-03-423-024).

Subject to 1970, 1971, 1975 and 1976 taxes of record and also, to general taxes after delivery of quitclaim deed.

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 \$550.00 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.

3663 West Grenshaw Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ricardo Isom and L. A. Davis as joint tenants with right to survivorship, 3701 West Grenshaw Street, Chicago, Illinois to purchase for the sum of \$2,050.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, pages 3593 and 3594 described as follows:

The East 1/2 of Lot 27 in Edward Casey's Addition to Chicago, a Subdivision of the South 6 acres of the Southwest quarter of the East half of the Southwest Quarter East of the East line of Garfield Boulevard, in Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3663 West Grenshaw Street, Permanent Tax No. 16-14-328-016).

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 \$205.00 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.

3705 West Grenshaw Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ricardo Isom and L. A. Davis, joint tenants with right to survivorship, 3701 West Grenshaw Street, Chicago, Illinois to purchase for the sum of \$2,120.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1984, page 3594 described as follows:

Lot 29 in Edward Casey Addition to Chicago, being a Subdivision in the East half of the Southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3705 West Grenshaw Street, Permanent Tax No. 16-14-328-013.)

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 \$212.00 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.

4700-4706 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 Lena A. Hamlett C.M.E. Church, a religious corporation, 3757 West Douglas, Chicago, Illinois to purchase for the sum of \$10,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, page 3596 described as follows:

Lots 46, 47 and 48 in Block 6 in Hobart's Subdivision of the Northwest quarter of the Northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4700-4706 West Jackson Boulevard, Permanent Tax No. 16-15-108- 038).

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 \$1,000.00 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.

308-310 South Kostner Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Greater St. John M.B. Church, an Illinois religious corporation, 4414 West Gladys Street, Chicago, Illinois to purchase for the sum of \$4,305.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, page 3598 described as follows:

Lots 4 and 5 in Block 1 in Counselman's Subdivision of the North half of the Southeast quarter of the Northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, (except the West 33 feet) in Cook County, Illinois, (commonly known as 308-310 South Kostner Avenue, Permanent Tax Nos. 16-15-120-040 and 041).

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 \$430.50 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.

713-715 North Lawndale Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Virginia Stallings, 3812 1/2 West Chicago Avenue, Chicago, Illinois to purchase for the sum of \$4,900.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, pages 5069 and 5070 described as follows:

Lots 20 and 21 in Harry Koplan's Subdivision of Block 2 in Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 713-715 North Lawndale Avenue, Permanent Tax No. 16-11-106-009).

Subject to 1978, 1979, 1980 and 1981 taxes of record, and also, to general taxes after delivery of quitclaim deed.

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 \$490.00 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.

725-727 North Lawndale Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Virginia Stallings, 3812 1/2 West Chicago Avenue, Chicago, Illinois to purchase for the sum of \$4,900.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, page 5070 described as follows:

Lots 24 and 25 in Harry Kaplan's Subdivision of Block 2 in W. J. Morton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 725-727 North Lawndale Avenue, Permanent Tax No. 16-11-106-007).

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 \$490.00 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.

611 North Noble 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 Welna, 613 North Noble Street, Chicago, Illinois 60622 to purchase for the sum of \$2,750.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, page 3901 described as follows:

Lot 30 in Block 2 South of Erie Street in Assessor's Division of the East half 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 611 North Noble Street, Permanent Tax No. 17-08-118-006).

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 \$275.00 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.

4074 South Wells Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lloyd Norman, 4072 South Wells Street, Chicago, Illinois to purchase for the sum of \$1,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, pages 3613 and 3614 described as follows:

Lot 1 in Block 7 in Hubbard Crocker & Stone's Subdivision 10 Acres North and adjoining the South 3/8ths and East of adjoining West 22 1/2 Acres of the North 5/8ths of the Northeast 1/4, in Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4074 South Wells Street, Permanent Tax No. 20-04-211-031).

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 \$150.00 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.

2904 South Wentworth Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Dingog T. Chan, 2410 South Wentworth Avenue, Chicago, Illinois to purchase for the sum of \$15,999.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, page 5073 described as follows:

The land referred to in this commitment is described as follows: Lot 3 and Lot 4 (except the South 23 feet 8-1/8 inches of said Lot 4) in Hodge's Subdivision of Block 8 in Sherman & Others' Subdivision of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2904 South Wentworth Avenue, Permanent Tax No. 17-28-427- 023).

Subject to 1975 and 1976 taxes of record, and also, to general taxes after delivery of quitclaim deed.

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 \$1,600.00 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.

2916 South Wentworth Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Sue Chan, 2410 South Wentworth Avenue, Chicago, Illinois to purchase for the sum of \$15,999.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, pages 5073 and 5074 described as follows:

Lot 7 in Block 8 in Sherman & Other's Subdivision of the East half of the West half of the South East quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2916 South Wentworth Avenue, Permanent Tax No. 17-28-427- 026).

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 \$1,600.00 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.

ACCEPTANCE OF BID FOR BOARD OF EDUCATION
PROPERTY AT 4626 NORTH KNOX AVENUE.

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

WHEREAS, The Board of Education of the City of Chicago made 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 bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago at its regular meeting of July 18, 1984, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Irish American Heritage Center, Michael V. Shevilan, President, 320 North Michigan Avenue, Chicago, Illinois, in the amount of \$502,000 be accepted. Three appraisals were made for this property and they indicated that the fair market value is as follows:

Stephen Rich Associates, Ltd.
January 25, 1984
Fair Market Value

\$522,000

Appraisal Associates, Inc.

March 12, 1984

Fair Market Value

\$300,000

Terrence O'Brien & Co.

March 15, 1984

Fair Market Value

\$322,000; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of the Irish American Heritage Center to purchase vacant school building and land described as follows, to wit:

Lots 1 to 24, inclusive in Block 15 in Montrose, a Subdivision of the North West 1/4 and the North 1/2 of the South West 1/4 of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, and the East 1/2 of Lot 1 in School Trustee's Subdivision being the East 40 acres of the North 1/2 of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which land has a frontage of 600.0 feet on North Knox Avenue, 600.0 feet on North Kilpatrick Avenue, 270.0 feet on West Leland Avenue, 270.0 feet on West Wilson Avenue, and contains approximately 162,000 square feet/3.72 acres, 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 Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder, Irish American Heritage Center, to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposits of the unsuccessful bidders, Korean Catholic Community, Wanda Kolt Grabowska, c/o Ray Roy and Hanmee Presbyterian Church.

SECTION 5. 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 47.

Nays -- None.

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

COMMITTEE ON POLICE AND FIRE.

CHAPTER 11.1, SECTION 11.1-7 (b) OF CHICAGO MUNICIPAL CODE AMENDED CONCERNING EXEMPTION OF ACTIVE POLICE PERSONNEL FROM RE-REGISTRATION OF FIREARMS.

The Committee on Police and Fire submitted the following report:

CHICAGO, January, 1985.

To the President and Members of the City Council:

Your Committee on Police and Fire having under consideration a proposed amendment (which was referred on December 18, 1984) from Alderman Sherman and co-sponsors amending Chapter 11.1, Section 11.1-7(b) of the Municipal Code of the City of Chicago. Code amendment exempting active Police Personnel from re-registration of firearms begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) MICHAEL F. SHEAHAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, 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 Section 11.1-7(b) of the Municipal Code of Chicago is hereby amended by the addition thereto of certain language and punctuation in italics below:

11.1-7(b). Any firearm currently registered must be re-registered pursuant to this Chapter and in accordance with rules, regulations and procedures prescribed by the Superintendent. An application to re-register such firearm shall be filed within 180 days from the effective date of this Chapter; *provided, however, that this section shall not apply to police officers during their tenure of continuous active duty.*

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

COMMITTEE ON SPECIAL EVENTS AND WORLD'S FAIR.

CONFIRMATION OF BUDGET REQUIREMENTS UNDER 355 FUND MUNICIPAL HOTEL-MOTEL OPERATORS' OCCUPATION TAX FUND.

The Committee on Special Events and World's Fair submitted the following report:

CHICAGO, February 4, 1985.

To the President and Members of the City Council:

Your Committee on Special Events and World's Fair having under consideration the proposed budget for the Mayor's Office of Special Events herewith submits the following appropriations for confirmation of the City Council in accordance with the budget requirements under the 355 Fund, Municipal Hotel-Motel Operators' Occupation Tax Fund, with the provision that any expenditure from the Office of Fine Arts Grant (\$300,000) only be expended upon receipt of a written letter from the Commissioner of the Department of Cultural Affairs, and only when the Commissioner receives written approval from the Chairman of the Committee on Special Events and World's Fair; and with the provision that any expenditure from the Undesignated Fund (\$71,050) only be expended upon receipt of a written letter from the Executive Director of the Mayor's Office of Special Events, and only when the Executive Director receives written approval from the Chairman of the Committee on Special Events and World's Fair:

<i>Event</i>	<i>Amount</i>
Convention and Tourism	\$975,000
Special Events Tourism Promotion	80,000
Office of Fine Arts Grants	300,000
Meetings and Dignitaries	100,000
Winter Program	50,000
Neighborhood Festivals	400,000

<i>Event</i>	<i>Amount</i>
Chicago Blues Festival	175,000
Chicago Jazz Festival	200,000
July 3rd Concert and Fireworks	50,000
Venetian Night	25,000
International Folk Fair	150,000
Special Programs	75,000
Miscellaneous Special Events	100,000
Sharing It	5,000
Professional Services	50,000
Insurance	40,000
Undesignated	71,050

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**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
HENRY (24th Ward)	South Kedzie Avenue (west side) at 1812 -- 9:00 A.M. to 4:00 P.M.;
SANTIAGO (31st Ward)	North Drake Avenue (west side) at 1640 (2 signs) -- 8:00 A.M. to 11:00 P.M. -- Mondays thru Sundays;
DAMATO for CULLERTON (38th Ward)	West Addison Street (south side) at 7045-7047 -- 9:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays;
O'CONNOR (40th Ward)	North California Avenue (east side) from a point 155 feet north of the west property line of West Peterson Avenue to a point 35 feet north thereof -- 9:00 A.M. to 5:00 P.M. -- Mondays thru Fridays;
NATARUS (42nd Ward)	East Superior Street (north side) at 164 -- 9:00 A.M. to 12:00 A.M. -- Mondays thru Saturdays (Sundays 12:00 P.M. to 10:00 P.M.);

Alderman

Location

ORBACH (46th Ward)

North Broadway (west side) at 3920-3922 -- 9:00 A.M. to 10:00 P.M. -- Mondays thru Saturdays;

West Wilson Avenue (south side) from the east boundary of the bus stop at North Ashland Avenue to the first alley east thereof -- 12:00 P.M. to 12:00 A.M. -- Mondays thru Saturdays;

STONE (50th Ward)

North Clark Street (west side) from a point 113 feet north of Albion Avenue to a point 70 feet north thereof -- 7:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays.

***Referred -- AMEND AREA FOR RESTRICTION OF
VEHICULAR TRAFFIC MOVEMENT TO SINGLE
DIRECTION ON PORTION OF
SOUTH HARVARD AVENUE.***

Alderman Streeter (17th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on South Harvard Avenue from West 81st Street to the first alley south thereof (instead of West 79th Street), which was *Referred to the Committee on Traffic Control and Safety.*

***Referred -- ESTABLISHMENT OF PARKING METERS ON
PORTION OF NORTH GRAND AVENUE.***

Alderman Natarus (42nd Ward) presented a proposed order for the installation of two-hour parking meters on both sides of North Wabash Avenue between West Grand Avenue and West Hubbard Street, which was *Referred to the Committee on Traffic Control and Safety.*

***Referred -- EXTEND PARKING METER AREA
519-CBD.***

Alderman Roti (1st Ward) presented a proposed order to extend Parking Meter Area 519-CBD on West Randolph Street (south side) from South Wacker Drive to the Chicago River for a 30-minute limitation, which was *Referred to the Committee on Traffic Control and Safety.*

***Referred -- PROHIBITION AT ALL TIMES FOR PARKING
OF VEHICLES AT SPECIFIED LOCATIONS.***

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
BLOOM (5th Ward)	South Columbia Drive from East Museum Drive to the southern terminus of South Columbia Drive (service drive);
HUELS (11th Ward)	South Keeler Avenue, at 2940 (except for handicapped);
MAJERCZYK (12th Ward)	South Rockwell Street, at 4212 (except for handicapped);
MADRZYK (13th Ward)	South LaCrosse Avenue, at 6452 (except for handicapped); South Kildare Avenue (west side), at 6506 (except for handicapped);
SHERMAN (21st Ward)	South Throop Street (east side), at 9411 (except for handicapped);
NARDULLI (26th Ward)	North California Avenue, at 1401 (alongside of West Hirsch Street); North Western Avenue (west side) from West Rice Street to the first alley south thereof; and West Rice Street (south side) from North Western Avenue to the first alley west thereof;
W. DAVIS (27th Ward)	North Central Park Avenue, at 623 (except for handicapped);
DAMATO (37th Ward)	West West End Avenue, at 5035 (except for handicapped);
McLAUGHLIN (45th Ward)	North Mason Avenue (west side), at 5142; North Kostner Avenue (west side), at 4626 (except for handicapped); North Marmora Avenue (east side), at 5805 (except for handicapped).

Referred -- PROHIBITION AGAINST PARKING OF VEHICLES
DURING SPECIFIED HOURS ON PORTION
OF EAST 67TH STREET.

Alderman Bloom (5th Ward) presented a proposed ordinance to prohibit parking of vehicles on East 67th Street (south side) from the east property line of South Euclid Avenue to a point 138 feet east thereof from 8:00 A.M. to 10:00 A.M., which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW AWAY ZONE.

The aldermen named below presented proposed ordinances to establish tow away zones, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
ROTI (1st Ward)	West Randolph Street (north side) -- from South Wacker Drive to the Chicago River;
SCHULTER (47th Ward)	In the east-west and north-south portions of the "L" alley -- from West Leland Avenue to North Ravenswood Avenue, at 4822; At the mouth of the east-west portion of the "L" alley which exits at 4822 North Ravenswood Avenue.

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNAL
AT SPECIFIED INTERSECTION.

Alderman Madrzyk (13th Ward) presented a proposed order for the installation of an automatic traffic control signal at the intersection of West 77th Street and South Kedzie Avenue, 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
<i>BLOOM</i> (5th Ward)	East 57th Street and South Blackstone Avenue -- "All Way Stop";
<i>SHEAHAN</i> for <i>KELLAM</i> (18th Ward)	South Washtenaw Avenue and West 82nd Street -- "4-Way Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	West 57th Street and South Natchez Avenue -- "All Way Stop";
<i>KOTLARZ</i> (35th Ward)	West Barry Avenue and Davlin Court, stopping Barry Avenue traffic -- "Stop"; West Grace Street and North Kildare Avenue, stopping Grace Street traffic -- "Stop"; North Lawndale Avenue and West Byron Street -- "4-Way Stop";
<i>DAMATO</i> (37th Ward)	Northwest corner of North Lamon Avenue and West Maypole Avenue -- "Stop"; Alley entrance at 851 North Leamington Avenue -- "Caution/Children"; North Leamington Avenue at 800 -- "School Crossing"; Southeast corner of North Leamington Avenue and West Iowa Street -- "Stop";
<i>PUCINSKI</i> (41st Ward)	North Potawatomi Avenue and West Broadman Avenue -- "3-Way Stop";
<i>McLAUGHLIN</i> (45th Ward)	First alley north of North Marmora Avenue at North Milwaukee Avenue at the exit -- "Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREA.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 14-N bounded by a line 190 feet north of and parallel to W. 56th Street; a line 125.5 feet east of and parallel to S. Neenah Avenue; a line 110 feet north of and parallel to W. 56th Street; and S. Neenah Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twelve proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
NARDULLI (26th Ward)	Juan F. Martinez;
DAMATO (37th Ward)	Teresita Coloma Rasmussen, Ronald Clarke;
STONE (50th Ward)	Mozart Court Condominium Association, Greenville Garden Condominium Association, Bell-West Condominium, Winston Towers Number 3 Condominium Association, Claremont North Condominium Association, Indian Boundary Condominium Association, California Court Condominium Association, Granville Terrace Condominium Association.

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):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley and the north 214 feet of the north-south 16-foot public alley in the area bounded by S. Bell Avenue, S. Leavitt Street, W. Campbell Drive, and W. Polk Street for the Medical Center Commission (No. 18-1-85-950); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

Referred – ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES.

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

American National Bank and Trust Company, under Trust 28443 -- three existing canopies at 540 North Michigan Avenue;

American National Bank and Trust, under Trust 43668 -- one existing canopy at 711 North Wabash Avenue.

Presented by

ALDERMAN EVANS (4th Ward):

Referred – AUTHORIZATION FOR COMMISSIONER OF
DEPARTMENT OF WATER TO INVESTIGATE
EXCESSIVE WATER RATE CHARGE.

A proposed order authorizing and directing the Commissioner of the Department of Water to investigate the allegations of Mrs. Mary Hopson of 737 N. Central, concerning excessive water rates charged to her building located at 4350-4352 S. Lake Park Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred – ISSUANCE OF PERMIT TO CONDUCT CARNIVAL.

A proposed order authorizing and directing the Commissioner of Streets and Sanitation to issue a permit to the 57th Street Art Fair, c/o Brenda M. Shapiro, to conduct a carnival on East 57th Street between South Kimbark and South Kenwood Avenues; South Kimbark Avenue between East 56th and East 57th Streets; and East 56th Street between South Kimbark and South Kenwood Avenues for the period of June 1-2, 1985, which was *Referred to the Committee on Beautification and Recreation.*

***Referred --* ISSUANCE OF LICENSE FOR UNIVERSITY OF
CHICAGO FOR ITS COURT THEATRE.**

Also a proposed order authorizing and directing the City Comptroller to issue the necessary license for a public place of amusement to The University of Chicago for its court theatre at 5535 South Ellis Avenue for the year 1985, which was *Referred to the Committee on License.*

***Referred --* ESTABLISHMENT OF SPECIFIED CURB CUT FOR
UNIVERSITY OF CHICAGO.**

Also a proposed order authorizing and directing the Commissioner of Public Works to consider the establishment of a seventy-foot curb cut at the Goldblatt Outpatient Pavilion of The University of Chicago, Mitchell Medical Center, 860 East 59th Street, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SAWYER (6th Ward):

***Referred --* ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.**

A proposed order authorizing and directing the Commissioner of Public Works to issue a newspaper stand permit to Darwin Statlar for the operation of a stand on the northeast corner of South Kimbark Avenue and East 79th Street from 5:00 A.M. to 1:30 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 HUTCHINSON (9th Ward):

***Referred --* SPECIAL ASSESSMENT FOR PAVING OF ALLEYS IN
SPECIFIED LOCATIONS.**

Two proposed orders authorizing and directing the Board of Local Improvements to consider the paving with concrete, by special assessment, specified alleys, which were *Referred to the Committee on Streets and Alleys*, as follows:

Alley bounded by East 110th Street, South King Drive, East 110th Place and South Vernon Avenue;

"T" alley from 10901 to 11039 South Eberhart Avenue and the Illinois Central railroad tracks east of South Eberhart Avenue.

Referred -- CHICAGO POLICE DEPARTMENT URGED TO
INAUGURATE PROGRAM FOR SUPPLY OF
GANG INFORMATION.

Also a proposed resolution urging the Chicago Police Department to inaugurate a program by which Chicago citizens could supply known gang information to the police without any threat to their persons from any gang members, which was *Referred to the Committee on Police and Fire*.

Referred -- AMENDMENT OF COMMITTEE ON PUBLIC
RECORDS AND INFORMATION CHAIRMANSHIP.

Also a proposed resolution to amend the Chairmanship of the Committee on Public Records and Information, deleting the name of Alderman Oberman and inserting in lieu thereof the name of Alderman Hutchinson, which was *Referred to the Committee on Committees and Rules*.

Presented by

ALDERMAN HUTCHINSON (9th Ward) and OTHERS:

Referred -- AMENDMENT OF CHAPTER 34 OF CHICAGO
MUNICIPAL CODE CONCERNING REGULATION OF
ADVERTISING BENCHES.

A proposed ordinance, presented by Aldermen Hutchinson, Hagopian, Smith, Sheahan, Kelley, Humes, McLaughlin, Hansen, Krystyniak, Evans, Brady, Santiago, Mell, W. Davis and Henry, to amend Chapter 34 of the Chicago Municipal Code by inserting therein seven new sections, to be known as Sections 34-13.1 through 34-13.7, governing the regulation of advertising benches, which was *Referred to the Committee on Municipal Code Revision*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

CONGRATULATIONS EXTENDED TO EAST SIDE BANK
AND TRUST COMPANY FOR ITS EFFORTS IN
FIELD OF FINANCE.

A proposed resolution reading as follows:

WHEREAS, The East Side Bank and Trust Company, having opened its doors to the public on March 24, 1960; and

WHEREAS, The East Side Bank and Trust Company, was founded to answer a need in the area that has gone unfulfilled for 15 years; and

WHEREAS, The East Side Bank and Trust Company has further responded to the needs of the community by opening convenient branches in South Deering and Hegewisch; and

WHEREAS, The continued rapid and steady growth of the East Side Bank and Trust reflects the respect it has earned over the years; and

WHEREAS, The East Side Bank and Trust Company has become a major financial institution on the east side, an institution whose people understand the area and respond directly to community needs and the needs of the individual families who live there; now, therefore,

Be It Resolved, That I, Alderman Edward R. Vrdolayk, together with the Mayor of the City of Chicago and the City Council do resolve to congratulate the East Side Bank and Trust Company as a Chicago organization representing that which is best in the field of finance and offer our good wishes for continued success in the future.

Alderman Vrdolayk 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 Vrdolayk, the foregoing proposed resolution was *Adopted*.

Referred -- AMENDMENT OF CHAPTER 6 OF MUNICIPAL
CODE CONCERNING ADMINISTRATIVE RULE WHICH
PROHIBITS OUTSIDE LEGAL PRACTICE BY
CITY ATTORNEYS.

Also a proposed ordinance to amend Chapter 6 of the Municipal Code concerning the administrative rule which prohibits the outside legal practice by any attorney working for the City, which was *Referred to the Committee on Municipal Code Revision*.

Referred -- AMENDMENT OF CHAPTER 200.3 OF MUNICIPAL
CODE CONCERNING "EMPLOYERS' EXPENSE TAX".

Also a proposed ordinance to amend Chapter 200.3 of the Municipal Code, the "Employers' Expense Tax", by decreasing the tax by year that is to be paid and repealing the tax in its entirety by 1988, which was *Referred to the Committee on Finance*.

***Referred* – SUPPORT URGED TO PRESENT SATURN CORPORATION
WITH SUITABLE CHICAGO SITE FOR NEW AUTOMOBILE
ASSEMBLY PLANT.**

Also a proposed resolution urging that support be given to present Saturn Corporation with a suitable Chicago site for its new automobile assembly plant, which was *Referred to the Committee on Neighborhood and Community Affairs*.

Presented by

**ALDERMAN VRDOLYAK (10th Ward) and
ALDERMAN PUCINSKI (41st Ward):**

***Referred* – AMENDMENT OF CHAPTER 37 OF MUNICIPAL
CODE CONCERNING PLACEMENT OF LOTTERY DEVICES
AT EITHER O'HARE AIRPORT OR MIDWAY
AIRPORT.**

A proposed ordinance to amend Chapter 37, Section 37-5 of the Municipal Code which would allow the placement of lottery devices by the State of Illinois at either O'Hare International Airport or Midway Airport and that all proceeds received by City from the Illinois State Lottery be credited and deposited in the Corporate Fund of the City, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN HUELS (11th Ward):

**CONGRATULATIONS EXTENDED TO JOSEPH COSENTINO
UPON HIS RETIREMENT.**

A proposed resolution reading as follows:

WHEREAS, Joseph Cosentino, affectionately known by his many friends as "Joe Cos", has just retired from the Chicago Park District after being an attendant at Armour Square Park for the past 27 years; and

WHEREAS, Joseph Cosentino was born and raised in the Bridgeport community and currently resides in the great 11th Ward of the City of Chicago; and

WHEREAS, Joseph Peter Cosentino was born on October 3, 1921, the sixth of thirteen children; and

WHEREAS, Joseph Cosentino has been married to his wife Antionette for the past 37 years, and is the proud father of Joseph, Lucille, and Daniel, and is the proud grandfather of six; and

WHEREAS, Joseph Cosentino is a World War II veteran, who had achieved the rank of Sergeant in the 9th Air Corp of the 119th Infantry under General George Patton's command from Normandy to Berlin, and has received several commendations during his military career; and

WHEREAS, Following his military career, Joseph Cosentino had come home and held various employment positions, when he had then been assigned as an attendant at Armour Square Park; and

WHEREAS, Joseph Cosentino has been an attendant at Armour Square Park for the past 27 years, and during the course of those many years of service with the Chicago Park District, he had received the award of "Attendant of the Year" on three separate occasions; and

WHEREAS, During his tenure at Armour Square, Joe Cos has touched the lives of many youngsters who have grown to be fine citizens in our community, and that Joe Cos will always be remembered for his dedication and sensitivity to all that he has met during his career; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 4th day of February in 1985, do hereby extend our heartiest congratulations to Joseph "Cos" Cosentino on his retirement after 27 years of dedicated service to the Chicago Park District and Armour Square Park, and that we also extend our best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Joseph Peter Cosentino.

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

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

Referred -- INSTALLATION OF 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 All-Sign Corporation, to install a sign/signboard at 3501 S. Shields Avenue for Midland Media, Inc.;

Issue a permit to All-Sign Corporation, to install a sign/signboard at 3440 S. Stewart Avenue for Midland Media, Inc.

Presented by

**ALDERMAN HUELS (11th Ward) and
ALDERMAN BURKE (14th Ward):**

TRIBUTE TO LATE WILLIAM J. BARRY.

A proposed resolution reading as follows:

WHEREAS, William J. Barry has passed away on Saturday, January 26, 1985 at the age of 66; and

WHEREAS, William J. Barry was a retired deputy director of the Port of the City of Chicago; and

WHEREAS, William Barry served as the first deputy port director from 1958- 1977, and was a member of the late Mayor Richard J. Daley's cabinet; and

WHEREAS, William Barry was also a bridge tender on the Dearborn and Clark Street bridges from 1942 to 1958, and was also a member of the International Brotherhood of Electric Workers; and

WHEREAS, William Barry was born and raised in the same home in Canaryville until seven years ago, when he married Rosemarie McInerney, when they had then moved to South Wallace Street; and

WHEREAS, William Barry, a lifelong resident in the Canaryville community, was a former precinct captain in both the 11th and 14th Wards of the City of Chicago; and

WHEREAS, It is said that William Barry was the first person to dye the Chicago River green for the celebration of St. Patrick's Day; and

WHEREAS, William Barry is survived by his wife, Rosemarie, two sisters, Annamae Stanton and Helen Baldwin, and a brother, Michael; and

WHEREAS, William Barry will be greatly missed by all of his family members and many friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 4th day of February in 1985, do hereby mourn the death of William J. Barry, a fine citizen of the City of Chicago, and that we express our deepest sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of William J. Barry.

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 BURKE (14th Ward):

**GRATITUDE EXTENDED TO DAN WEBB FOR HIS PUBLIC
SERVICE AS UNITED STATES ATTORNEY.**

A proposed resolution reading as follows:

WHEREAS, Dan Webb has served the City of Chicago, the State of Illinois and the United States government in a distinguished and exemplary manner; and

WHEREAS, Dan Webb began his outstanding career as an attorney by serving as an Assistant United States Attorney from December 1970 until August 1976; and

WHEREAS, From January 1979 until July 1980 Dan Webb served as the Director of the State of Illinois Department of Law Enforcement; and

WHEREAS, From August 1981 until February 1, 1985 Dan Webb served the United States as the United States Attorney for the Northern District of Illinois; and

WHEREAS, In addition to his remarkable law career Dan Webb also has received many awards and commendations for his public service including The Man of the Year for the City of Hope Medical Center in 1982, an award from the Chicago Crime Commission for distinguished service in law enforcement. In 1979 he was named one of the ten outstanding citizens by the Chicago Jaycees; and

WHEREAS, Dan Webb also has benefitted legal educational institutions in the City by teaching classes at both John Marshall Law School and Loyola Law School; and

WHEREAS, Dan Webb also has served on the Boards of various charitable and hospital institutions; and

WHEREAS, As of February 1, 1985 Mr. Webb resigned his duties as the United States Attorney to resume his career as a private attorney with the prestigious Chicago firm of Winston and Strawn; and

WHEREAS, Dan Webb has carried out his duties as a public servant in the most professional and outstanding way possible; now, therefore,

Be It Resolved, By the City Council of the City of Chicago and the Mayor, assembled in meeting this fourth day of February, 1985 that we do hereby express our gratitude and congratulations to Dan Webb for his devoted public service as the United States Attorney

and extend our best wishes and good luck to him as he resumes his career as a private attorney in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dan Webb in recognition of his public service.

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

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

CONGRATULATIONS EXTENDED FLORENCE NIGHTINGALE
SCHOOL P.T.A. ON ITS GOLDEN ANNIVERSARY.

Also a proposed resolution reading as follows:

WHEREAS, The Florence Nightingale School P.T.A. will be celebrating its Golden Anniversary on February 13, 1985; and

WHEREAS, The Florence Nightingale P.T.A. was started in September, 1935; and

WHEREAS, The Nightingale P.T.A. will celebrate this anniversary with a Founder's Day luncheon; and

WHEREAS, The Nightingale P.T.A. will be honoring the past presidents, principals, teachers and custodian staff, as well as the founders of the National Teachers Association; and

WHEREAS, The objective of the Nightingale P.T.A. is to promote the welfare of children and youth, to raise the standards of homelife, to secure adequate laws for the care and protection of children and youth, to bring into closer relation, the home and school that parents and teachers may cooperate intelligently in the education of children and youth, to develop between educators and the general public such united efforts as will secure for all children the highest advantage in physical, mental, social and spiritual education; and

WHEREAS, That the Florence Nightingale P.T.A. members fulfill these objectives by volunteering their time to help in the school office and classroom; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of Chicago, in meeting assembled this 4th day of February, 1985 do hereby congratulate the Nightingale P.T.A. upon their celebration of Founders Day; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Nightingale School P.T.A.

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

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

Referred -- AMENDMENT OF CHAPTER 26 OF
MUNICIPAL CODE CONCERNING CITY
CONTRACTS.

Also a proposed ordinance to amend Chapter 26 of the Municipal Code by the addition of a new section, to be known as Section 26-5.1 relating to City contracts, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN BRADY (15th Ward):

Referred -- INSTALLATION OF BUS PASSENGER
SHELTER AT SPECIFIED LOCATION.

A proposed order to give consideration to the installation of a bus passenger shelter on the southeast corner of W. 63rd Street and S. California Avenue, which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

GRATITUDE EXTENDED TO CAPTAIN WILLIAM E.
MURPHY UPON HIS RETIREMENT FROM
CHICAGO POLICE DEPARTMENT.

A proposed resolution reading as follows:

WHEREAS, William E. Murphy was born in 1923, the second child of the late Chicago Police Captain Matthew Murphy and his wife Mary; and

WHEREAS, William E. Murphy, was educated at St. Gabriel grade school and the Onarga Military Academy; and

WHEREAS, William E. Murphy served this country with distinction as a member of the United States Marine Corps during World War II; and

WHEREAS, William E. Murphy, married Eleanor Agnes Costillo on September 18, 1948; and

WHEREAS, William E. Murphy and Eleanor have been blessed with four daughters, Maureen, Marilyn, Madalyn and Michelle and seven grandchildren; and

WHEREAS, William E. Murphy joined the Chicago Police Department in March of 1946 and was promoted to the rank of Sergeant in 1953, Lieutenant in 1957 and Captain in 1965; and

WHEREAS, William E. Murphy has, at various times, been promoted to the exempt rank of Commander, General Assignments Section; Deputy Chief of Violent Crimes; Deputy Chief of Area 3 Patrol Division; Detective Commander of General Assignments; and the first Detective Commander of Area 1; and

WHEREAS, William E. Murphy has consistently served the citizens of the City of Chicago in finest tradition of the Police Department motto "We Serve and Protect"; and

WHEREAS, William E. Murphy has earned the gratitude and respect of the communities he has served and of the police officers with whom he worked; now, therefore,

Be It Resolved, We, the Mayor and members of the City Council of the City of Chicago this date assembled do hereby extend our sincerest thanks to Captain William E. Murphy on the occasion of his retirement, for his many years of service and dedication to the citizens of Chicago and our best wishes to this outstanding public servant for a happy, prosperous and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to William E. Murphy, C.P.D. retired.

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

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

Presented by

ALDERMAN KELLEY (20th Ward) and OTHERS:

**CONGRATULATIONS EXTENDED LU AND JORJA PALMER
FOR THEIR EFFORTS AND CONTRIBUTIONS TO
CITY.**

A proposed resolution, presented by Aldermen Kelley, D. Davis, Tillman, Rush, W. Davis, Evans, Langford, Humes, Beavers, Sawyer, Bloom, Hutchinson, Streeter, Smith, Henry, Frost, Mell and Sherman, which reads as follows:

WHEREAS, Lu and Jorja Palmer have dedicated their lives to the improvement and advancement of black causes in the social, economic, political and communications arena; and

WHEREAS, This special husband and wife team have worked to encourage participation in the political process and to this end were instrumental in the formation of such groups as the Chicago Black United Communities (C.B.U.C.) and the Black Independent Political Organization (B.I.O.P.); and

WHEREAS, Lu Palmer is an established Chicago radio commentator and journalist who presently hosts the popular "On Target" radio show and "Lu's Notebook" while writing a column for the Chicago Observer Newspaper; and

WHEREAS, Jorja Palmer has contributed her expertise in the field of public relations to such organizations as the Y.M.C.A., C.B.U.C. the Black Illinois Legislative Lobby and numerous other political campaigns; and

WHEREAS, The significant contributions of the "Palmer Team" will be recognized on Sunday, February 10, 1985 at Operation P-U-S-H; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council in meeting assembled this 4th day of February 1985 A.D. that we hereby congratulate Lu and Jorja Palmer for their efforts and contributions; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lu and Jorja Palmer.

Alderman Kelley 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 Kelley, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHERMAN (21st Ward):

Referred -- INSTALLATION OF SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Doyle Signs, Inc., to install a sign/signboard at 9301-9307 S. Halsted Street for 93 Halsted Plaza, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO I.R.S. OUTREACH
PROGRAM FOR PROVIDING FREE TAX
ASSISTANCE TO LOW AND MIDDLE
INCOME GROUPS.

A proposed resolution reading as follows:

WHEREAS, The U.S. Internal Revenue Service has launched an immensely successful Outreach program which provides free tax assistance to all interested low and middle income groups; and

WHEREAS, In 1984 alone, this outstanding program assisted over 20,000 taxpayers with almost 600 Outreach Sessions, via either group income tax preparation or tax information seminars which are scheduled as much as feasible to public convenience and which are entirely free; and

WHEREAS, Outreach tax assistance is available throughout the Chicago area through trained volunteers from community organizations in virtually every neighborhood and has proven itself especially helpful to senior citizens and non- English speaking taxpayers, as well as to low and middle income groups; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 4th Day of February, 1985, A.D., do hereby applaud the outreach tax assistance program provided by the U.S. Internal Revenue Service, and invite all applicable community organizations in our great City to take cognizance of this exceptional program.

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

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

Referred – INSTALLATION OF ALLEY LIGHTS AT
SPECIFIED LOCATIONS.

Two proposed orders to give consideration to the installation of alley lights, which were *Referred to the Committee on Finance*, as follows:

Rear of premises at 5020 S. Archer Avenue;

On the 5200 and 5300 blocks of W. 53rd Place between S. Laramie and S. Long Avenues (along the railroad tracks).

Referred – PAVING OF ALLEYS BY SPECIAL ASSESSMENT
AT SUNDRY LOCATIONS.

Also twelve proposed orders requesting institution of the necessary proceedings for the paving, by special assessment, of various alleys, which were *Referred to the Committee on Streets and Alleys*, as follows:

Alley bounded by S. Archer Avenue, W. 52nd Street, S. Kilbourn Avenue, and S. Kolmar Avenue;

Alley bounded by W. 56th Street, W. 57th Street, S. Nottingham Avenue, and S. Neva Avenue;

Alley bounded by W. 57th Street, W. 58th Street, S. Sayre Avenue, and S. Nordica Avenue;

Alley bounded by W. 57th Street, W. 58th Street, S. Newland Avenue, and S. Sayre Avenue;

Alley bounded by W. 52nd Street, W. 53rd Street, S. Sayre Avenue, and S. Nordica Avenue;

Alley bounded by W. 56th Street, W. 57th Street, S. Newcastle Avenue, and S. New England Avenue;

Alley bounded by W. 56th Street, W. 57th Street, S. New England Avenue, and S. Newland Avenue;

Alley bounded by W. 52nd Street, W. 53rd Street, S. Newcastle Avenue, and S. Oak Park Avenue;

Alley bounded by W. 52nd Street, W. 53rd Street, S. Newcastle Avenue, and S. New England Avenue;

Alley bounded by W. 53rd Street, Railroad R.O.W., S. Kenneth Avenue, and S. Kilbourn Avenue;

Alley bounded by Railroad R.O.W., W. 60th Street, S. Merrimac Avenue, and S. Mobile Avenue;

Alley bounded by W. 56th Street, W. 57th Street, S. Neenah Avenue, and S. Nashville Avenue.

Presented by

ALDERMAN HENRY (24th Ward):

Referred -- ERECTION OF STATUTE TO LATE DR. MARTIN LUTHER KING, JR. AT SPECIFIED LOCATION.

A proposed resolution urging the erection of a statute to the late Dr. Martin Luther King, Jr., at 1550 S. Hamlin Avenue (currently vacant property), which was *Referred to the Committee on Cultural Development and Historical Landmark Preservation*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- MAINTENANCE OF EXISTING CANOPY.

A proposed order for the issuance of a permit to Bobby E. Wright Comprehensive Mental Health Center, Inc., to maintain and use an existing canopy attached to the building or

structure located at 9 S. Kedzie Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred -- MAINTENANCE OF EXISTING CANOPY.

A proposed order for issuance of a permit to William C. Smith and Sons, Inc., to maintain and use an existing canopy attached to the building or structure located at 2500 N. Cicero Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SANTIAGO (31st Ward):

*Referred -- AMENDMENT OF CHAPTER 25.1 OF MUNICIPAL CODE
CONCERNING BI-LINGUAL INFORMATION AND TESTING
FOR CITY POSITIONS.*

A proposed ordinance to amend Chapter 25.1 of the Municipal Code by the addition of a new Section 25.1-5.1 concerning the issuance of all informational bulletins pertaining to City positions in both English and Spanish, etc. -- *Referred to the Committee on Administration, Reorganization and Personnel.*

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- MAINTENANCE OF EXISTING CANOPY.

A proposed order for issuance of a permit to Milshire Corporation to maintain and use an existing canopy attached to the building or structure located at 2525 N. Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BANKS (36th Ward):

Referred -- MAINTENANCE OF EXISTING CANOPY.

A proposed order for issuance of a permit to Edward Skiba to maintain and use an existing canopy attached to the building or structure located at 5718 W. Fullerton Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented for

ALDERMAN CULLERTON (38th Ward):

*Referred -- MAINTENANCE OF EXISTING CANOPIES AT
SPECIFIED LOCATIONS.*

Two proposed orders (presented by Alderman Laurino) 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:

Dolores Nessie d/b/a Jan-Dee Hair Stylists -- to maintain and use an existing canopy at 5919 W. Montrose Avenue;

Mar-Jac Corporation -- to maintain and use an existing canopy at 5708 W. Irving Park Road.

Presented by

ALDERMAN PUCINSKI (41st Ward):

*Referred -- MAINTENANCE OF EXISTING CANOPIES
AT SPECIFIED LOCATIONS.*

Two 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:

Edgewater Carpet and Rug -- to maintain and use an existing canopy at 6664 N. Northwest Highway;

Joseph Neisler -- to maintain and use an existing canopy at 6938-6940 W. Higgins Avenue.

Presented by

ALDERMAN NATARUS (42nd 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:

Albert M. Friedman -- to maintain and use sidewalk vaults in N. Dearborn Street and W. Hubbard Street adjacent to 54 W. Hubbard Street;

Newberry Plaza -- to construct, maintain and use a stairway on W. Maple Street adjacent to 1050 N. State Street.

Referred -- CONSTRUCTION AND MAINTENANCE OF CANOPIES
AT SPECIFIED LOCATIONS.

Also three proposed orders to issue permits to the organizations listed below to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Fred Corporation -- to maintain and use an existing canopy at 1548 N. Clark Street;

Irvin Gershen, Inc. -- to construct, maintain and use a canopy at 878 N. Wabash Avenue;

Y.M.C.A. of Metropolitan Chicago -- to maintain and use an existing canopy at 30 W. Chicago Avenue.

Presented by

ALDERMAN HANSEN (44th Ward):

Referred -- CONSTRUCTION AND MAINTENANCE OF CANOPIES
AT SPECIFIED LOCATIONS.

Two proposed orders to issue permits to the organizations listed below to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Golden Apple Restaurant, Inc. -- to maintain and use two existing canopies at 2971 N. Lincoln Avenue;

The Serving Spoon -- to construct, maintain and use a canopy at 3017 N. Sheffield Avenue.

Presented by

ALDERMAN McLAUGHLIN (45th 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 that part of W. Gunnison Street lying between the easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad and the west line of N. Lamon Avenue for Donald Storgaard (No. 9-45- 85-948); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman McLaughlin, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN ORR (49th Ward):

Referred -- MAINTENANCE OF EXISTING CANOPY.

A proposed order for issuance of a permit to Benj. E. Sherman and Son, to maintain and use an existing canopy attached to the building or structure located at 1791 W. Howard Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- INSTALLATION OF SIGN/SIGNBOARD AT
SPECIFIED LOCATION.

A proposed order for the issuance of sign permit to Chicago Rite Lite Sign Company, to install a sign/signboard at 2339-2357 W. Howard Street for Super Gap, Payless Shoes, Pearle Vision and Little Caesar's, which was *Referred to the Committee on Zoning*.

Presented by

**ALDERMAN STONE (50th Ward) and ALDERMAN
LAURINO (39th Ward):**

CONGRATULATIONS EXTENDED TO DR. REUBEN
HURWITZ ON OCCASION OF HIS 85TH
BIRTHDAY.

A proposed resolution reading as follows:

WHEREAS, Dr. Reuben Hurwitz, a long time resident of the City of Chicago, will celebrate his 85th birthday on February 11th; and

WHEREAS, Dr. Hurwitz was born in Russia, orphaned at the age of 12 years old and immigrated to America (Chicago) at age 13, and attended Howland Grammar School and Marshall High School on the west side of Chicago; and

WHEREAS, Dr. Hurwitz began working at age 15 and worked his way through the University of Chicago as an undergraduate, completing Medical School at Rush Medical College; and

WHEREAS, Dr. Hurwitz interned at Michael Reese Hospital and did his residency in contagious disease; and

WHEREAS, Upon completion of his residency, took a position as staff physician at the Municipal Tuberculosis Sanitarium, where he practiced for the length of his medical career spanning over 43 years from 1928 to 1971; and

WHEREAS, Dr. Hurwitz did give of himself to inform the citizens of Chicago about the diagnosis and treatment of tuberculosis; and

WHEREAS, Dr. Hurwitz during his entire service to the citizens of the City of Chicago was fortunate to have at his side a beloved wife, Rose, with whom he has just celebrated 52 years of married bliss; and

WHEREAS, Dr. Hurwitz has not limited himself to local events and has served as the president of the Labor Zionist Party of Chicago towards the creation of our ally in the Middle East, the State of Israel and was in fact a confidant of Golda Meir and David Ben Gurion, and did serve as the head of the Peretz School and the David Pinsky School which were under the auspices of the Board of Education for Yiddish Folk Schools; and

WHEREAS, Dr. Hurwitz, now a resident of the Home of Jewish Blind, 3525 West Foster Avenue, Chicago, serving prominently as president of the Resident Council will be honored by the home on Friday, February 8, 1985, on the occasion of his 85th birthday; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled this 4th day of February, 1985, do join in offering our congratulations and best wishes on this occasion; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Reuben Hurwitz.

Alderman Stone 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 Stone, 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 VRDOLYAK (10th Ward):

Ada S. McKinley Community Services -- for the construction work of a building on the premises known as 9135 S. Brandon Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

Parent Cooperative for Early Learning, Inc., 5300 S. South Shore Drive.

South Shore Bible Baptist Day Care Center, 7159 S. Cornell Avenue.

The University of Chicago, sundry locations.

BY ALDERMAN KELLEY (20th Ward):

Woodlawn African Methodist Episcopal Church Day Care and After School Programs, 6456 S. Evans Avenue.

BY ALDERMAN SMITH (28th Ward):

Fifth City Preschool, 3415 W. Fifth Avenue.

BY ALDERMAN D. DAVIS (29th Ward):

Loretto Hospital, 645 S. Central Avenue.

BY ALDERMAN ORBACH (46th Ward):

Cuneo Hospital (Columbus-Cuneo-Cabrini Medical Center), 750 W. Montrose Avenue.

BY ALDERMAN STONE (50th Ward):

High Ridge Y.M.C.A. of the Y.M.C.A. of Metropolitan Chicago, 2424 W. Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BLOOM (5th Ward):

McCormick Theological Seminary, 5555 S. Woodlawn Avenue -- building inspection.

The University of Chicago, sundry locations -- building inspections.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Day Nursery, 4600 S. McDowell Avenue -- elevator inspection.

BY ALDERMAN NARDULLI (26th Ward):

Inner City Impact, 2704 W. North Avenue -- elevator inspection.

BY ALDERMAN DAMATO (37th Ward):

Action Community Coalition, 5251 W. North Avenue -- mechanical ventilation inspection.

BY ALDERMAN NATARUS (42nd Ward):

Anti-Cruelty Society, 157 W. Grand Avenue -- boiler/fuel burning equipment and unfired pressure vessel inspection.

Catholic Charities, 719 N. LaSalle Street -- elevator inspection.

Northwestern Memorial Hospital, E. Superior Street at N. Fairbanks Court -- elevator inspection.

BY ALDERMAN ORBACH (46th Ward):

Japanese American Service Committee, 4427 N. Clark Street -- boiler and fuel burning equipment inspection.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (January 23, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on January 23, 1985, at 10:00 A.M. signed by him as such City Clerk.

Alderman Burke moved to *Correct* the said printed Official Journal as follows:

"I hereby move to correct the Journal of Proceedings of the City Council of the City of Chicago on January 23, 1985, C.J.P. pp. 12937 - 12943 by adding the following section and by renumbering the sections in proper sequential order as shown below:

SECTION 5. A new Section 185-25.1 of the Municipal Code of Chicago, in italics, shall be created as follows:

185-25.1. At the close of each fiscal year, the Department of Water shall prepare a statement of the Revenues and Expenditures of the Water System of the City and a Balance Sheet thereof. The Department of Water shall then prepare an ordinance, for submission to the City Council, establishing the rates to be charged for water service in the following

year. The fee, charges, and rates established by said ordinance shall be sufficient at all times to pay the cost of Operation and Maintenance of the Water System, to make principal and interest payments on any Outstanding Bonds, and to establish and maintain any reserve funds or accounts as may be covenanted for in bond ordinances authorizing the issuance of Outstanding Bonds.

SECTION 6. This ordinance shall be in full force and effect May 1, 1985."

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal as *Corrected*, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AUTHORITY GRANTED FOR DESIGNATION OF DEPOSITORIES FOR CITY AND SCHOOL FUNDS DURING 1985.

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 January 23, 1985 pages 12761, 12770 and 12771, recommending that the City Council pass a proposed ordinance authorizing the designation of depositories for City and school funds during 1985.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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 following regularly established National and State banks and savings and loan associations pursuant to an advertisement required by the Municipal Code of the City of Chicago have submitted bids for the payment of interest on certificates of deposit and/or time deposits of City and school funds and that each said depository has satisfactorily filed with the City Comptroller the information required by Chapter 7, Sections 7-33, 7-34 and 7-34.1 of the Municipal Code of the City of Chicago:

Commercial Banks

Amalgamated Trust & Savings
American National Bank
Chicago Bank of Commerce
Chicago City Bank and Trust Company
Chicago-Tokyo Bank
Colonial Bank and Trust
Commercial National Bank
Continental Illinois National Bank
District National Bank
Drexel National Bank
Drovers National Bank
East Side Bank & Trust Company
Exchange National Bank
First Commercial Bank
First National Bank of Chicago
Harris Trust & Savings
Highland Community Bank
Hyde Park Bank
LaSalle National Bank
Maine Bank of Chicago
Republic Bank of Chicago.

SECTION 2. The depository institutions listed in Section 1 are hereby designated as legal depositories for City and school funds for the year of 1985 and the City Treasurer may deposit monies received by him in any of these institutions.

SECTION 3. That during the ensuing days of the year 1985, qualified depository institutions, as defined in Chapter 7 of the Municipal Code of the City of Chicago, that in the judgment of the City Comptroller have completed and submitted bid forms to him will be designated as qualified and that he will so advise the City Treasurer.

SECTION 4. This ordinance shall be effective from and after its passage.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Aquilino O. Pimental, former Mayor of City in Mindanao;

20 students from Lumumba Jackson High School accompanied by Marsha Jones;

87 students from Kanoon Magnet School accompanied by Debbie Gray, Alejandro Ferrer and Bob Stevens.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Monday the fourth (4th) day of February, 1985, at 10:00 A.M. be and the same is hereby fixed to be held on Wednesday, the thirteenth (13th) day of February, 1985, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, 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.

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 Wednesday, February 13, 1985, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.