

(Published by the Authority of the City Council of the City of Chicago)

COPY



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

Regular Meeting—Thursday, August 15, 1985

at 11:00 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

Absent -- Aldermen Madrzyk, Marzullo, Mell and Kotlarz.

Call to Order.

On Thursday, August 15, 1985 at 3:20 P.M. (the hour appointed for the meeting was 11:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Quorum present.

Invocation.

Deacon Thomas B. Ewers, St. Denis Church, opened the meeting with prayer.

TRIBUTE TO LATE MARGE MEYER.

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

WHEREAS, Mrs. Marge Meyer died on Thursday, August 8, 1985; and

WHEREAS, DePaul University has been a mainstay in the athletic community of our great City; and

WHEREAS, Mrs. Meyer was also a loving, dedicated wife who raised two fine young men and had a long and happy marriage with her husband, Ray Meyer, DePaul's immortal coach and present assistant to the president of DePaul University; and

WHEREAS, Mrs. Meyer served DePaul University selflessly with vigor and vitality; and

WHEREAS, Mrs. Meyer was the unofficial top assistant to Mr. Meyer and served as his right hand throughout his coaching career at DePaul; and

WHEREAS, The memory of Mrs. Meyer will continue to flourish in all our hearts and minds; now, therefore,

Be It Resolved, That the Mayor and the City Council assembled here on this 15th day of August, 1985, do hereby recognize the many contributions Mrs. Marge Meyer made to her husband, family, DePaul University and Chicago; and

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

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

CONGRATULATIONS EXTENDED TO COACH GARY PECKLER AND U.S.A.
MACCABIH ALL-STAR BASKETBALL TEAM ON WINNING
INTERNATIONAL TOURNAMENT SILVER MEDAL.

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

WHEREAS, The Chicago Maccabih All-Star Basketball Team was invited by the Elitzur Club to participate in the 1985 International Junior Maccabih Basketball Tournament held in Tel-Aviv, Israel; and

WHEREAS, The U.S.A. Maccabih All-Stars, representing the City of Chicago and the nation, departed for Israel on July 20, 1985; and

WHEREAS, The team won their first game against the tournament sponsor, Elitzur, by 85-54, went to the second round competition and again emerged victorious when they defeated Hatikvah 79-70; and

WHEREAS, Following these two victories, the team qualified for the championship game but lost that battle to the Tel-Aviv Maccabih team, placing 2nd in the tournament; and

WHEREAS, This home town team, coached by Gary Peckler, won the silver medal for being the 2nd place team in the 1985 International Junior Maccabih Basketball Tournament; and

WHEREAS, The Mayor of the City of Chicago, in support of International Exchange, provided the Chicago Maccabih All-Stars with 100 "Chicago Works Together" pins and miniature City and U.S. flags that were exchanged as gifts among participating teams in the tournament; and

WHEREAS, This outstanding basketball team consists of coach Gary Peckler; assistant coaches, Mike Forman and Mel Klaber; the players; David Bossov, Scott Cutler, Jay Danto, Danny Lipman, Kenny Mann, Mark Molay, Bradley Peckler, David Pincus, Steve Rosenthal, Howard Rothenberg, Rob Sandler, Joey Seidel, Mike Winstein, Louis Wool, Steve Wool, Neal Klaber, Mike Wenstein and team manager Kimmy Peckler; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council, gathered here this 18th day of August, 1985, A.D., the International Youth Year, hereby congratulate Coach Peckler and these fine young men who make up the Chicago U.S.A. Maccabih All-Star Basketball Team for winning the silver medal and truly representing the "Spirit of Chicago" in Israel. We extend our best wishes for a happy, prosperous, and successful future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the team members.

Alderman Bloom 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 Bloom, seconded by Alderman D. Davis, the foregoing proposed resolution was *Adopted*, unanimously.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred – CONDITIONAL APPROVAL OF 103 (B) (4) (A)
MORTGAGE REVENUE BONDS FOR PROJECT BY
GRACE-SHEFFIELD PARTNERSHIP.

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

August 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the First Deputy Commissioner of the Department of Housing, I transmit herewith an ordinance providing for the conditional approval of 103 (b) (4) (A) mortgage revenue bonds in an amount not to exceed \$3,500,000 for the acquisition and construction of a residential housing complex by the Grace-Sheffield Partnership, said project to be located at the northeast corner of Grace and Sheffield Streets.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF TAX LEVY FOR SPECIAL
SERVICE AREA NUMBER ONE.

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

August 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for the approval of a tax levy on real estate and budget for the Special Service Area No. 1, for the calendar year beginning January 1, 1986. The levy will help defray the cost of operations of the State Street Mall.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND FOR
PROJECT BY HELIX, LIMITED.

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

August 15, 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 issuance of an industrial revenue bond in the amount of \$3,200,000 for the financing of a project by Helix, Limited.

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 5547 NORTH RAVENSWOOD
LIMITED PARTNERSHIP.

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

August 15, 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 \$2,000,000 for the financing of a project by 5547 North Ravenswood Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND FOR
PROJECT BY APPETIZERS AND, INCORPORATED.

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

August 15, 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 issuance of an industrial revenue bond in the amount of \$1,600,000 for the financing of a project by Appetizers And, Inc.

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 STEVEN ROSENMUTTER.

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

August 15, 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 \$925,000 for the financing of a project by Steven Rosenmutter.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR ACQUISITION OF PROPERTY AT
7500 NORTH ASHLAND AVENUE FOR HOWARD-DAN RYAN
TRANSIT IMPROVEMENT.

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

August 15, 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 approving the negotiated price for the acquisition of property commonly known as 7500 North Ashland Avenue, required by the City for the Howard-Dan Ryan Transit Improvement.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
UNITED LATIN AMERICAN BUSINESSMEN OF 26TH STREET
AND LITTLE VILLAGE CHAMBER OF COMMERCE FOR
CERTAIN IMPROVEMENTS AT 26TH AND WHIPPLE.

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

August 15, 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 authorizing the Commissioner to enter into and execute an agreement with the United Latin American Businessmen of 26th Street and Little Village Chamber of Commerce for the erection of certain improvements at 26th and Whipple under the Sidewalk Amenities Program.

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 T. S. STAINLESS HOUSE,
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

August 15, 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 \$4,100,000 for the financing of a project by T. S. Stainless House, Inc.

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
FARLEY CANDY COMPANY.

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

August 15, 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 \$4,000,000 for the financing of a project by Farley Candy Company.

Your favorable consideration of this ordinance will be appreciated.

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

Placed on File -- MAYOR'S APPOINTMENT OF VARIOUS INDIVIDUALS
TO ADVISORY COUNCIL ON DISABILITY FOR
TERM ENDING JUNE, 1987.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed the following persons to the Advisory Council on Disability for a term ending June 30, 1987:

Lawrence J. Gorski
George Dempsey
Michael Ervin

I submit this communication for your information.

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

Placed on File -- MAYOR'S REAPPOINTMENT OF VARIOUS
INDIVIDUALS TO ADVISORY COUNCIL ON AGING
FOR TERM ENDING JUNE, 1987.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 15, 1985.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons to the
Advisory Council on Aging for a term ending June 30, 1987:

David Daniels
Ella Gardner
Sadelle Greenblatt
VeNona Johnson
Lorraine Moss

I submit this communication for your information.

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

Placed on File -- MAYOR'S REAPPOINTMENT OF VARIOUS
INDIVIDUALS TO ADVISORY COUNCIL ON AGING
FOR TERM ENDING JUNE, 1986.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 15, 1985.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons to the
Advisory Council on Aging for a term ending June 30, 1986:

Ann Brookins
Albert Brooks
Arthur Morimitsu
C. Allen Morrow

I submit this communication for your information.

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

Placed on File -- MAYOR'S REAPPOINTMENT OF VARIOUS
INDIVIDUALS TO ADVISORY COUNCIL ON DISABILITY
FOR TERM ENDING JUNE, 1986.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 15, 1985.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons to the
Advisory Council on Disability for a term ending June 30, 1986:

Margaret Blackburn
Charlotte DesJardins

I submit this communication for your information.

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

Placed on File -- MAYOR'S REAPPOINTMENT OF VARIOUS
INDIVIDUALS TO ADVISORY COUNCIL ON DISABILITY
FOR TERM ENDING JUNE, 1987.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 15, 1985.

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

LADIES AND GENTLEMEN -- I have reappointed the following persons to the Advisory Council on Disability for a term ending June 30, 1987:

Marca Bristo
Charles Hamilton
Lois Henneman
Kathleen Kubey
Marjorie Miller
Charity Smith
Cora Winsor

I submit this communication for your information.

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

Placed on File -- MAYOR'S APPOINTMENT OF MS. LOIS ANDERSON
TO ADVISORY COUNCIL ON DISABILITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Lois Anderson to the Advisory Council on Disability for a term ending June 30, 1986:

I submit this communication for your information.

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

Referred -- AUTHORIZATION FOR EXECUTION OF
AGREEMENT WITH STATE OF ILLINOIS FOR
IMPROVEMENT OF LAKE SHORE DRIVE
PEDESTRIAN UNDERPASS AT
CHICAGO AVENUE.

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

August 15, 1985.

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

LADIES AND GENTLEMEN -- I transmit herewith, at the request of the Acting Commissioner of the Department of Public Works, an ordinance authorizing execution of an agreement with the State of Illinois for the improvement of the Lake Shore Drive pedestrian underpass at Chicago Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR CONVEYANCE OF
STRIP OF LAND TO COUNTY OF COOK.

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

August 15, 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 approving the conveyance of a strip of land to the County of Cook by the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

Placed on File -- MAYOR'S APPOINTMENT OF VARIOUS
INDIVIDUALS TO ADVISORY COUNCIL ON AGING
FOR TERM ENDING JUNE, 1987.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed the following persons to the Advisory
Council on Aging for a term ending June 30, 1987:

Marie Aries
Tsuang-Tong Chen
Edward Lawlor

I submit this communication for your information.

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

**City Council Informed As To Miscellaneous
Documents Filed In City Clerk's Office.**

Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents
have been filed in his office relating to the respective subjects designated as follows:

Placed on File -- MAYORAL VETO OF RESOLUTION APPOINTING
WILLIAM J. HARTE, LTD. TO REPRESENT CITY
COUNCIL IN CASE OF KETCHUM V. BYRNE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 15, 1985.

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

LADIES AND GENTLEMEN -- On August 7, 1985, the City Council adopted a resolution appointing William J. Harte, Ltd., to represent the City Council in the case of *Ketchum v. Byrne*, No. 82 C 4085 in the United States District Court for the Northern District of Illinois. The resolution establishes the terms and conditions of the appointment, including compensation for professional services, by reference to a letter from Mr. Harte to a member of the Department of Law. The resolution is clearly one that creates a liability against the City and provides for the expenditure of City funds, and therefore is subject to veto in accordance with Chapter 24, paragraph 3-11-18 of the Illinois Revised Statutes. I return the resolution herewith, without my approval, for the reasons that follow.

By enacting Section 6-2 of the Municipal Code, the City Council has established the Corporation Counsel as the chief legal officer of the City of Chicago and has conferred on him the responsibility to conduct all the legal affairs of the City. This resolution purports to supersede that ordinance by limiting the authority of the Corporation Counsel. The law is clear, however, that a mere resolution may not amend, suspend, alter or revoke an existing ordinance. The resolution, therefore, was an improper legislative action to accomplish its stated purpose.

Even if the Council had acted by ordinance, however, I would not have approved this measure. The courts have determined conclusively that the City Council, in drawing the 1981 ward map, discriminated against blacks and hispanics. The only issue remaining before the court is how the ward boundaries should be redrawn to correct that injustice. The Council majority seek only to delay that remedy and would require the continued expenditure of public funds to support that delay. I will not tolerate the use of public funds against the public interest.

In debate the supporters of this resolution claimed that its passage is necessary to protect their constitutional rights. There is no constitutional right to strip any portion of the electorate of the right to fair election procedures. The constitutional rights of the citizens of the five affected wards to fair, open electoral procedures must outweigh the desire of some aldermen to continue their enjoyment of an illegal advantage.

If any aldermen wish to continue in their obstruction of the voters' rights, they are free to do so in their own names and at their own expense. They should not expect or demand that the public underwrite their attempts to defeat the principle of fair elections.

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

Placed on File -- ACCEPTANCE UNDER ORDINANCE.

Also, an acceptance of Carl Buddig & Company, under an ordinance passed on July 9, 1985 (meter vault); filed on July 12, 1985.

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

Also, copies of resolutions adopted by the Chicago Plan Commission on August 8, 1985, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Department of Finance.

Disposition of Vacant/Improved City-Owned Properties.

Referral Number	Address
85-151-02	69 addresses submitted under the Adjacent Neighbors Land Acquisition Program, Phase IV
85-152-02	4447 South Vincennes Avenue
85-153-02	49 North Francisco Avenue/2859 West Washington Boulevard
85-154-02	1750 West Grand Avenue
85-157-02	819 South Kolmar Avenue (former ward office)
85-158-02	2036-38 West Grand Avenue
85-159-02	3242-46 West Cermak Road (former electrical sub- station)
85-160-02	3029 South Pitney Court

Department of Public Works.

Referral Number	Project
85-155-06	Park-and-Ride Facility Development Project at 91st/ICG, 91st/RI, 95/RI, Lawrence/Kimball, Cumberland/O'Hare, and South Shore/Hegewisch

Public Building Commission of Chicago.

Referral Number

Project

85-156-21

Land acquisition and construction of Humboldt Park Learning Center at the northwest corner of West Division Street and North Kedzie Avenue for Community College District 508.

Placed on File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF JULY, 1985.

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

[Voucher payments printed on page 19252 of this Journal.]

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 August 7, 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 August 15, 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 August 7, 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.

**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:

Referred -- PRELIMINARY BUDGET ESTIMATES FOR 1986.

A communication from Honorable Harold Washington, Mayor, (received in the Office of the City Clerk on August 12, 1985), which was, together with the Preliminary Budget Estimates for the Year 1986, transmitted therewith, *Referred to the Committee on Finance*.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

(Continued on page 19253)

PERSONAL SERVICES PAID BY VOUCHER FOR JULY, 1985

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		JULY 1985
Freddie Cummings	5829 W. Midway	Consumer Services	Farmer's Mkt. Asst. Mgr.	100	4.50	p/h	94.50
Robert Cummings	5829 W. Midway	"	"	"	4.50	p/h	139.50
Christina King	3617 S. Michigan	"	"	"	5.00	p/h	585.00
Brian Miceli	4418 W. Wilson	"	"	"	4.50	p/h	427.50
Lloyd F. Miller	809 E. 101 St.	"	"	"	4.50	p/h	126.00
Rick Ortiz	5042 S. Morgan	"	"	"	4.50	p/h	157.50
Jeffery Phillips	8240 S. Colfax	"	"	"	4.50	p/h	522.00
Kenneth Rawls	3427 S. Prairie	"	"	"	4.50	p/h	337.50
Michael Rembert	4739 W. Monroe	"	Consumer Ser Aide	"	7.50	p/h	1,102.50
Eric Smith	731 E. 101	"	Farmer's Mkt. Asst. Mgr.	"	4.50	p/h	114.75
Earl Wallace	1616 N. Mayfield	"	"	"	4.50	p/h	441.00
Walter Buddle	2645 W. 84th	Fire	Fireman	"	7,447.23	Vac.	7,447.23
Joseph Cambria	4837 S. Union	"	"	"	8,430.27	Vac. benefit	8,430.27
Francis Carven	8183 S. Tripp	"	"	"	10,467.47	"	10,467.47
Roy N. Hauser	10117 S. Hoyne	"	"	"	7,793.40	"	7,793.40
Cyril Koerber	8248 W. Catherine	"	"	"	647.20	"	647.20
Raymond Rickert	922 W. Buena	"	"	"	1,154.37	Settlement	1,154.37
William Sheridan	6117 S. Kedvale	"	"	"	6,237.77	Vac. benefit	6,237.77

(Continued from page 19251)

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:

Beneficiaries of LaSalle National Bank of Chicago, etc. -- to classify as a B5-2 General Service District instead of a B3-2 General Retail District the area shown on Map No. 3-K bounded by

West North Avenue, a line 168.03 feet east of and parallel to South Karlov Avenue; the alley next south of and parallel to West North Avenue; the alley next east of and parallel to South Karlov Avenue; the alley next south of and parallel to West North Avenue; and South Karlov Avenue;

Stella Pagales -- to classify as a B4-3 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 10-I bounded by

a line 540 feet south of and parallel to West 40th Place; South Richmond Avenue; a line 567 feet south of and parallel to West 40th Place; and the alley next west of and parallel to South Richmond Avenue;

Bose Reed -- to classify as a B4-1 Restricted Service District instead of a B2- 1 Restricted Retail District the area shown on Map No. 18-G bounded by

a line 50 feet north of and parallel to West 77th Street; the alley next east of and parallel to South Ashland Avenue; West 77th Street; and South Ashland Avenue.

Referred -- 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:

Aetna Ins. Co. and Adam Swiatowiec, Allstate Ins. Co. and Ruby Nanze;

Beatrice Companies, Inc., Howell Velvian, Bowling Maxine;

Carter Tommy;

Delta Cas. Co. and Nicholas McManoman;

Economy Fire and Cas. Co. and Waldyslaw Laskowski, Esteves Bartolo;

Garza Juan V., Gasca Castile, Jr., Gruba John;

Humphrey Julia May, Hurd Jim and Jennifer;

James Cheryl R., John Hancock Property Cas. Ins. Co. and Richard Anderson, Johnson Odesy, Jones Veola;

Kasper Colleen, Kiebles Walter, King Suzanne;

Lassandrello Frank;

Maryland Cas. Co. and Biltmore Metals, Inc., Mattoon Police Department, Meyer Hal L., Moore Robert L., Morkunas Michael A.;

Noelliste Gloria J.;

Pach Ted, Powe M.;

Sanders J., Schultz Donald, Sentry Ins. Co. and Helen Mehler, Slimak John H.;

Wasiak Zdzislaw, Woods Mary.

Referred -- REQUEST FOR INSTALLATION OF HANDICAPPED
SIGN AT SPECIFIED LOCATION.

Also, a communication from Arnold T. Rose, requesting the installation of a handicapped parking sign at 4432 South Francisco Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

TRANSFER OF FUNDS AUTHORIZED IN COMMITTEE ON
CULTURAL DEVELOPMENT AND HISTORICAL
LANDMARK PRESERVATION.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
Personnel	100-1234-000	\$2,000

TO:

Account	Number	Amount
Commodity	100-1234-300	\$2,000

SECTION 2. That the sole purpose of this transfer of funds is to purchase office furniture, desk, file cabinets, chairs, etc.

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

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by a viva voce vote.

TRANSFER OF FUNDS AUTHORIZED IN DEPARTMENT OF
FINANCE-GENERAL.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
For Legal, Technical, Medical and Professional Services, Appraisals, Consultants, Printers, Court Reporters and Professional Services Authorized by the City Council	100-9112-823	\$25,000

TO:

Account	Number	Amount
Contingent and Other Expenses for Corporate Purposes Not Otherwise Provided for: To be Expended Under the Direction of the City Council	100-9112-730	\$25,500

SECTION 2. That the sole purpose of this transfer of funds is to replenish the 730 Account to meet any future contingencies.

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

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL
REVENUE BOND FOR PROJECT BY GOODWILL
INDUSTRIES OF CHICAGO AND
COOK COUNTY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond for the construction of a project by Goodwill Industries of Chicago and Cook County, located at 215 North Desplaines Street, in the amount of \$700,000.00.

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, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling

Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "industrial development projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the Issuer; and

WHEREAS, Pursuant to and in accordance with the provisions of the Enabling Ordinance, and in furtherance of the purposes of the Enabling Ordinance, the Issuer proposes to finance the acquisition, rehabilitation, improving and equipping of certain employment training and rehabilitation facilities to be located within the corporate boundaries of the Issuer (which facilities and the site on which they are located are hereinafter collectively referred to as the "Project"); and

WHEREAS, Goodwill Industries of Chicago and Cook County, Illinois, an Illinois not-for-profit corporation (the "Corporation"), together with American National Bank and Trust Company of Chicago, as trustee (the "Land Trustee"), wishes to acquire, rehabilitate, improve and equip the Project and the Issuer proposes to finance the cost of acquiring, rehabilitating, improving and equipping the Project by the issuance of an industrial development revenue bond (the "Bond") under this Bond Ordinance; and

WHEREAS, The Issuer has undertaken to finance the acquisition, rehabilitation, improving and equipping of the Project by lending the proceeds from the sale of the Bond to the Corporation and the Land Trustee (together, the "Borrowers") pursuant to the provisions of a Loan Agreement (the "Agreement"), between the Issuer and the Borrowers, dated as of _____, 1985 with loan payments sufficient to pay the principal of and interest on the Bond and related expenses; and

WHEREAS, It has been determined that the estimated amount necessary to finance that portion of the cost of the Project to be paid from the proceeds of Bonds, including necessary expenses incidental thereto, will require the issuance, sale and delivery of the Bond in the principal amount of \$700,000, as hereinafter provided; and

WHEREAS, Pursuant to Section 103(k) of the Code, as hereinafter defined, a public hearing regarding a proposal to issue the Bond to finance the Project has been held following the publication of reasonable public notice not less than 14 days prior to the date fixed for the public hearing in the Chicago Tribune, a newspaper of general circulation available to residents of the Issuer; and

WHEREAS, At the public hearing all persons who appeared were given an opportunity to express their views and file written statements with respect to the issuance of the Bond and the location and nature of the Project and all written and oral statements were considered; and

WHEREAS, The adoption of this Bond Ordinance by the City Council is intended to constitute approval of the issuance of the Bond by the "applicable elected representative" of the Issuer within the meaning of Section 103(k) of the Code; and

WHEREAS, American National Bank and Trust Company of Chicago has offered to purchase the Bond at the price and on the terms set forth in the Offer to Purchase dated August 7, 1985 and submitted to the Issuer; and

WHEREAS, The Bond is to be in substantially the following form, with appropriate variations, omissions and insertions as permitted or required by this Bond Ordinance, to wit:

(FORM OF BOND)

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

INDUSTRIAL DEVELOPMENT REVENUE BOND, SERIES 1985

(Goodwill Industries Project)

Payable by the City Solely and Only from
Revenues and Receipts Derived from the
Loan Agreement Defined in this Bond
or from Bond Proceeds or Income
from Investments thereof

No. R-1

\$700,000

Know All Men By These Presents that the City of Chicago, a municipality and home rule unit duly constituted and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay, but only from the source and as hereinafter provided, to the order of American National Bank and Trust Company of Chicago (the "Lender"), or its registered assigns, the principal sum of Seven Hundred Thousand Dollars (\$700,000) and in like manner to pay interest on the outstanding principal balance from the date hereof through and including _____, 2000, at a rate, adjusted and computed daily, equal to seventy-five percent (75%) of the prime lending rate, announced from time to time by American National Bank and Trust Company of Chicago, its successors or assigns, as its prime lending rate (the "Prime Lending Rate"). Principal of this Bond shall be due and payable in monthly installments of Three Thousand Nine Hundred Dollars (\$3,900); such installments of principal together with accrued interest on the outstanding balance of this Bond shall be due and payable in lawful money of the United States of America on or before the later to occur of the first day of each month, commencing _____, 1985, or two business days following receipt by the Issuer from the Lender of notice of the amount of such principal installment and interest then due, provided that all principal and unpaid and accrued interest shall be due and payable on or before _____, 2000 and that any change in the Prime Lending Rate between the time of such notice and the date of such payment resulting in an underpayment or overpayment of interest, as the case may be, shall be reflected as an addition or subtraction, respectively, to the amount of interest due on the next succeeding payment date.

So long as the Lender (or any other banking association or corporation organized under the laws of the United States of America or any state, district or territory thereof) is the owner of this Bond, in the event that on any date or dates after issuance of this Bond the maximum marginal Federal income tax bracket for or as applied to said bank pursuant to the Internal Revenue Code of 1954, as amended (the "Code") or any future United States internal revenue or similar law applicable to said bank (hereinafter referred to as the "Tax Rate") is greater or less than forty-six percent (46%), the interest rate borne by this Bond shall be that percentage of the Prime Lending Rate arrived at by multiplying the difference between one hundred percent (100%) and the then applicable Tax Rate, by one hundred thirty-three and thirty-three one hundredths percent (133.33%) (said interest rate fluctuating according with any changes from time to time in the Tax Rate). If during any period in which the Lender or any other banking institution to which Section 291(a)(3) of the Code or any successor provision thereto ("Section 291(a)(3)") applies is the owner of the Bond, a change ("Change") is made in the TEFRA Disallowance Deduction (as hereafter defined), the interest rate (as determined by giving effect to any changes required by the preceding sentence) shall automatically be adjusted as of and on the effective date of any such Change by adding thereto a percentage equal to 90 times the TEFRA Disallowance Deduction in effect after such Change times the Tax Rate times the Prime Rate, with the TEFRA Disallowance Deduction and the Tax Rate being expressed as decimals and the Tax Rate being that which is in effect on the effective date of such Change. "TEFRA Disallowance Deduction" as used herein shall mean the percentage of reduction set forth in Section 291(a)(3) with respect to any financial institution preference item. If the Lender or any banking institution to which Section 291(a)(3) applies is the owner of the Bond, the Lender or such banking institution as the case may be shall give the Corporation, as hereinafter defined, and the Issuer written notice of any change in the tax laws which would result in either a Change or a reduction in the Tax Rate such that the interest rate is subject to adjustment, within 120 days from the later of (i) the effective date of any such federal law changes or (ii) the date such federal tax law is signed into law. The interest rate will be adjusted and become effective as of the date such law becomes effective. The interest rate borne by this Bond shall not exceed thirteen percent (13%) per annum, and shall not be less than six percent (6%) per annum.

If an "Official Determination," as that term is defined below, occurs, then in addition to the matters set forth above, the interest rate shall be increased, from and as of the time an Official Determination occurs, to a rate, adjusted and computed daily, equal to three-quarters of one percent (0.75%) plus the Prime Lending Rate, and shall be payable on the dates otherwise provided herein for interest payments. An Official Determination shall be deemed for all purposes of this Bond to have occurred upon the rendering by a federal court of a final decree or judgment or by the Internal Revenue Service of a final action or by an attorney or firm of attorneys of recognized standing on the subject of municipal bonds of a written opinion determining that interest paid or payable on the Bonds is or was wholly or partially includable for federal income tax purposes in the gross income of any current or former holder (other than a holder who is a "substantial user" of the Project or "related person" within the meaning of Section 103(b) (13) of the Code); provided, however, that no such decree, judgment, action or opinion will be considered final for purposes hereof unless the Corporation has been given written notice and, if lawful, the corporation has been afforded the opportunity to contest the same, either directly or in the name of the holder, and until conclusion of any appellate review, if sought. In the event of Official Determination occurs, then, in addition to the increase in the interest rate described above,

the Issuer agrees to indemnify and hold harmless any present and all former holders of this Bond, and any and all persons or entities presently or formerly owning a participation interest in this Bond (collectively, the "Indemnified Parties") (the liability of the Issuer being limited to its interest in the Project hereinafter referred to and the payments and funds derived from the Agreement, the rights of the Indemnified Parties against other persons and entities being further referenced hereinafter), from and against any and all costs incurred or suffered as a result of the interest on this Bond becoming subject to federal taxation, by paying, no later than thirty (30) days after receiving notice of the Official Determination, an amount of money needed to so reimburse and hold harmless the Indemnified Parties, without limitation by specific remuneration thereof, (a) all penalties and interest, which the Indemnified Parties incur because the interest on this Bond is subject to federal income taxation and (b) an amount to compensate the Indemnified Parties for their respective expectation of non-tax treatment on the interest on this Bond equal to the difference between (i) the amount of interest that would have accrued on this Bond during the Inclusion Period, as defined below, if the terms of this Bond had provided for the use of a rate, adjusted and computed daily, equal to three-quarters of one percent (0.75%) plus the Prime Lending Rate and (ii) the amount of interest that would be due on this Bond during such Inclusion Period if no Official Determination had occurred. "Inclusion Period" with respect to any particular Indemnified Party means the period beginning on the earliest effective date as of which the interest payable on this Bond is includable for federal income tax purposes to such Indemnified Party as a result of an Official Determination and ending on the date an Official Determination occurs or the date, if any, such Indemnified Party ceased to own this Bond, or any participation interest therein, whichever date is earlier. Such agreement shall survive the final payment of principal of and interest on this Bond and the Loan Term, as defined in the Agreement hereinafter referred to. The foregoing notwithstanding, in the event a petition shall be duly filed contesting an Official Determination, or if the amount of any such deficiency, including penalties and interest, shall be paid in full and a claim for refund be filed, then any and all of the amounts described above which become due and payable solely by reason of the Official Determination shall be paid into an escrow account with the Lender, established for this purpose, which shall hold such sums until the entry of a final judgment regarding the Official Determination, or refund as the case may be, from which no timely appeal shall have been filed. When such a final judgment shall be entered the Lender shall disburse the escrowed funds, plus any interim earnings, to the present or former holder of this Bond, to the extent necessary to indemnify and hold the Indemnified Parties, or any of them, harmless as provided above, and shall disburse the remaining funds, if any, to the Corporation hereinafter referred to. The foregoing notwithstanding, in the event the amount of the deficiency, including penalties and interest, contained in an Official Determination shall be paid in full and a claim for refund be filed, then the amount to be escrowed with the Lender, as provided above, shall be reduced by the amount paid on the deficiency. The Lender may invest all moneys escrowed with it, as provided herein, and the earnings thereon shall also be escrowed with the Lender and applied as provided herein. The foregoing notwithstanding, the Lender shall not invest any moneys escrowed with it pursuant to this Bond and in connection with an Official Determination at a rate of interest greater than the rate of interest on this Bond which would be applicable if no Official Determination had occurred.

In the event of any change in the federal income tax laws which has the effect of eliminating the federal tax exempt status of the interest on the Bonds, from the date on

which such adverse change becomes effective and until all of the Bonds shall have been paid or there has been a further change in the federal income tax laws restoring the federal tax exempt status of the interest on the Bonds shall bear interest at the rate per annum equal to the sum of three- quarters of one percent (0.75%) plus the Prime Lending Rate.

Principal of and interest on this Bond shall be payable in immediately available funds at the principal office of the registered holder of this Bond, or at such other place as the registered holder may designate in writing. All interest on this Bond shall be computed on the basis of actual days elapsed and a 365-day or 366-day year, as the case may be. Payments on this Bond shall be applied, after the payment of all costs, fees and expenses of the Lender and certain expenses of the Issuer, as hereinafter provided, first to interest due on the unpaid principal amount, second to unpaid and due installments of principal and thereafter to prepay principal installment payments ratably with such ratable application to be determined by dividing the amount of principal to be prepaid by the remaining number of principal installments then due, each remaining installment to be reduced by an equal amount.

This Bond is the only Bond of an authorized Bond issue limited in aggregate principal amount to \$700,000 (the "Bond") issued for the purpose of providing funds to finance the acquisition, rehabilitation, improving and equipping of certain employment training and rehabilitation facilities (which facilities and the site on which they are located are herein collectively referred to as the "Project"), and paying necessary expenses incidental thereto. The proceeds from the sale of this Bond have been loaned by the Issuer to Goodwill Industries of Chicago and Cook County, Illinois an Illinois not-for-profit corporation (the "Corporation"), and American National Bank and Trust Company of Chicago, as trustee (the "Land Trustee"), under the terms of a Loan Agreement dated as of _____, 1985 (which loan agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement"), under which the Corporation and the Land Trustee (together, the "Borrowers") are obligated to pay amounts which are sufficient to pay (1) the principal of and interest and any other payments due under this Bond as the same shall become due in accordance with the terms and provisions hereof, and the terms and provisions of the Bond Ordinance (as hereinafter defined), and (2) the fees and expenses of the Lender and certain expenses of the Issuer related to the Project.

This Bond is issued under a Bond Ordinance adopted by the City Council of the Issuer on _____, 1985 (which bond ordinance, as from time to time amended and supplemented, is hereinafter referred to as the "Bond Ordinance"). Pursuant to an Assignment of Loan Agreement dated as of _____, 1985 between the Issuer and the Lender (which assignment of loan agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Assignment"), all payments due from the Borrowers to the Issuer under the Agreement are assigned and a security interest is granted to the Lender to secure the payment of principal of and interest on and any other payments due under this Bond. This Bond is further secured by a Mortgage and Security Agreement dated as of _____, 1985 between the Borrowers and the Lender (which mortgage and security agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Mortgage", wherein the Borrowers grant to the Lender a first mortgage and security interest in the real property comprising the Project (and all improvements now or hereafter located thereon or relating thereto); and by a Guaranty Agreement, dated as of _____, 1985, from Goodwill Industries Real

Estate Corp. (the "Guarantor") to the Lender (which guaranty agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Guaranty"), wherein the Guarantor guarantees to the Lender payment of any and all payments due and owing under this Bond and the Agreement, including, but not limited to, principal of and interest on the Bond and the performance of any and all obligations of the Borrowers under the Agreement. Reference is hereby made to the Agreement, the Assignment, the Mortgage, the Guaranty and the Bond Ordinance for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Corporation, the Land Trustee, the Lender, and the Guarantor and the terms upon which this Bond is issued and secured.

This Bond is transferable by the registered holder hereof by execution of an assignment in the form appearing below, by attachment of such form to this Bond, and upon notice in writing to the Issuer's City Clerk and the Corporation which notice shall include a copy of such assignment, but subject to the limitations and upon payment of all charges incurred by the Issuer and imposed by law.

The Issuer shall deem and treat the registered holder of this Bond as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and the Issuer shall not be affected by any notice to the contrary.

This Bond is not subject to prepayment or redemption except as provided below.

This Bond is subject to prepayment or redemption by the Issuer, in whole or in part, in the event the Lender elects to exercise the option granted to it pursuant to Section 12(b)(ii) of the Mortgage (relating to damage, destruction or condemnation of the Project) to apply the Net Proceeds, as that term is defined in the Agreement, to the prepayment of this Bond. If called for prepayment or redemption at any time pursuant to the Lender's exercise of such option, this Bond shall be subject to prepayment or redemption by the Issuer at any time on any payment date, in whole or in part, in multiples of \$25,000, at a prepayment or redemption price of 100% of the outstanding principal amount being redeemed thereof plus accrued and unpaid interest to the redemption or prepayment date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement. Reference is hereby made to Section 12(b)(ii) of the Mortgage for a description of the circumstances under which the Net Proceeds may be paid to the Lender for prepayment or redemption of this Bond and the manner of such prepayment or redemption.

This Bond is also subject to mandatory redemption by the Issuer, in whole and without premium, together with all accrued interest thereon, at the option of the Lender on each of November 1, 1990, and November 1, 1995, upon sixty (60) days' prior written notice to the Borrowers and the Issuer from the Lender.

This Bond is subject to redemption by the Issuer, at the option of the Lender, in the event interest on this Bond becomes subject to federal income taxation pursuant to an Official Determination at a redemption price of 100% of the outstanding principal amount of this Bond plus accrued and unpaid interest to the redemption date and any and all costs and

expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement.

This Bond is also subject to prepayment or redemption at any time by the Issuer, at the option of the Corporation, in whole or in part, without penalty or premium, in multiples of \$5,000 upon giving the Issuer and the Lender not less than five (5) days' notice in writing, at a prepayment price of 100% of the outstanding principal amount being redeemed thereof plus accrued and unpaid interest to the prepayment date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement.

It is agreed that time is of the essence of this Bond. In case of failure to make any payment or payments when due hereunder or in case any other event of default, as defined in the Agreement, shall occur, the registered holder of this Bond may declare the principal of this Bond then outstanding, the interest accrued thereon and any and all costs and expenses incident thereto, immediately due and payable upon the conditions, in the manner, and with the effect provided in the Agreement, and, in such case, this Bond shall be redeemed by the Issuer, at the option of the registered holder hereof, in whole, immediately following such election by the registered holder hereof, at a redemption price of 100% of the outstanding principal amount of this Bond plus accrued and unpaid interest to the redemption date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement (the liability of the Issuer being limited to its interest in the Project and the payments and funds derived from the Agreement, the rights of the holder of this Bond against other persons and entities being further referenced hereinafter). Failure to exercise such option at any time shall not constitute a waiver of the right to exercise such option at any subsequent time.

This Bond is also subject to prepayment by the Issuer in the event that there are any moneys remaining in the Project Fund on the Completion Date, as defined in the Agreement. In such event, such moneys shall be used by the Issuer to prepay the Bond, to the extent of such moneys, at the earliest date on which this Bond is otherwise subject to prepayment or redemption, at a prepayment price of 100% of the principal amount hereof plus accrued and unpaid interest to the prepayment date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement.

In the event this Bond or any portion thereof is called for prepayment or redemption as aforesaid, notice thereof by the Issuer at the direction of the Corporation or the Lender, as the case may be, identifying the installments of this Bond to be redeemed or prepaid will be given by mailing by registered or certified mail to the registered holder hereof not less than five (5) days prior to the date fixed for redemption or prepayment. All installments of this Bond so called for prepayment or redemption will cease to bear interest after the specified prepayment or redemption date provided funds for their prepayment or redemption are on deposit at the place of payment at that time. Any funds paid for prepayment or redemption of this Bond, or any portion hereof, shall be applied first against any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement, then against any interest due and owing under this Bond and finally against the unpaid principal balance hereof ratably with such ratable application to be determined by dividing the amount of principal to be prepaid by the

remaining number of principal installments then due, each remaining installment to be reduced by an equal amount.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois and with the ordinances of the City of Chicago, particularly Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended, and pursuant to the Bond Ordinance which authorizes the execution and delivery of the Agreement and this Bond. Pursuant to the Agreement, payments sufficient for the prompt payment, when due, of the principal of and interest on this Bond together with any and all costs and expenses secured herewith are to be paid by the Borrowers to the Lender for the account of the Issuer, and pursuant to the Assignment such payments have been duly assigned and a security interest in such payments has been granted to the Lender for that purpose, and in addition, pursuant to the Assignment, the rights of the Issuer under the Agreement have been assigned to the Lender to secure payment of such principal and interest.

This Bond does not constitute a debt, liability, obligation or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provision, or a pledge of the full faith and credit of the Issuer, the State of Illinois or any political subdivision thereof, but this Bond shall be payable solely from the revenues provided therefor and the Issuer will not be obligated to pay the principal of or interest on this Bond or any cost or expense secured herewith except from the revenues and proceeds assigned therefor, and neither the full faith and credit nor the taxing power of the Issuer, the State of Illinois or any political subdivision thereof will be pledged to the payment of the principal of or the interest on this Bond or any cost or expense secured herewith.

The Bond Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the holder or holders of this Bond at any time by the Issuer with the consent of the holder or holders of this Bond. Any such consent or waiver by the holder or holders of this Bond shall be conclusive and binding upon such holder or holders and upon all future holders of this Bond and of any Bond issued in replacement hereof whether or not notation of such consent or waiver is made upon this Bond.

Notwithstanding anything herein to the contrary the interest rate herein on any portion of the outstanding principal amount hereof shall never be in excess of that which the registered holder hereof is legally entitled to charge or collect or the interest rate which the Issuer is legally permitted to pay; provided, however, that if by the terms of this Bond, interest payable on this Bond shall be at a rate in excess of that which the registered holder hereof is legally entitled to charge or collect, or the rate which the Issuer is legally permitted to pay, then the interest rate on this Bond shall be at the highest rate of interest permitted by law.

In the event the Issuer should fail to make any of the payments required herein, the item or installment so in default shall continue as any obligation of the Issuer payable only from proceeds provided by the Borrowers pursuant to the Agreement until the amount in default shall have been paid in full with interest thereon at a rate equal to either two percent (2%)

plus the Prime Lending Rate or if an Official Determination occurs or has occurred at a rate equal to two and three-quarters percent (2.75%) plus the Prime Lending Rate.

Notwithstanding any provision or obligation to the contrary hereinbefore or hereinafter set forth, the liability of the Issuer shall be limited to its interest in the Project and the payments derived from the Agreement, and the lien of any judgment against the Issuer shall be restricted thereto, and the liability of the Issuer to any person or entity, including, but not limited to, the Lender and its successors and assigns, shall be limited to its interest in the Project and such person or entity shall look exclusively thereto, or to such other security as may from time to time be given, for payment of all obligations arising out of the Agreement, or agreements securing the same, and any judgment rendered against the Issuer under the Agreement or such other security or agreements securing the same, shall be limited to the Project and any other security so given for satisfaction thereof; and no deficiency, or other personal judgment, nor any order or decree of specific performance shall be rendered against the Issuer enforceable against the general assets of the Issuer, in any action or proceeding arising out of the Agreement or any other security or agreements securing the same, or any judgment, order or decree rendered pursuant to any such action or proceeding.

The remedies of the Lender and the holder of this Bond as provided herein and in the Agreement, the Mortgage, the Guaranty and other agreements given to secure this Bond and the Agreement are not exclusive of any other remedy, but shall be cumulative and shall be in addition to any other remedies herein given to the Lender and the holder of this Bond or now or hereafter existing at law or in equity, and may be pursued singly, successively or together, at the sole discretion of the Lender and the holder of this Bond and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder or under the Agreement unless such waiver is in writing and signed by the Lender, and then only to the extent provided in the Agreement and specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

This Bond has been issued without registration under state or other securities laws, pursuant to an exemption for such issuance.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation; and that the amounts payable under the Agreement and assigned as security for the payment of the principal of and interest on this Bond and the costs and expenses secured herewith as the same become due, are designed to be sufficient in amount for that purpose.

Upon execution this Bond shall be valid and become obligatory for all purposes and be entitled to the security and benefits of the Bond Ordinance.

In Witness Whereof, the City of Chicago, Illinois has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual signature of its City Clerk, all as of the _____ day of _____, 1985.

[Signature forms omitted for printing purposes.]

(The following Form of Assignment shall be used whenever this Bond is to be assigned):

For Value Received, _____, the undersigned hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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

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

ARTICLE I

Definitions.

All words and phrases defined in Article I of the Agreement shall have the same meaning in this Bond Ordinance. In addition, the following words and phrases shall have the following meanings:

"Agreement" means the Loan Agreement dated as of _____, 1985 between the Issuer and the Borrowers and any amendments and supplements thereto.

"Assignment" means the Assignment of Loan Agreement dated as of _____, 1985 from the Issuer to the Lender and any amendments and supplements thereto.

"Bondholder" or "holder" or "owner of the Bond" means the registered owner of the Bond and, where the context requires, any former holder of the Bond.

The terms "default" and "event of default" mean any occurrence or event specified in and defined by Section 6.01 hereof.

The term "outstanding" or "Bond outstanding" means the Bond which has been delivered under this Bond Ordinance, except the Bond in lieu of which another has been issued under Section 2.06 hereof.

The term "registered owner" means the person or persons in whose name or names the Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Bond Ordinance.

ARTICLE II

The Bond.

SECTION 2.01. Authorized Amount of Bond. No Bond may be issued under the provisions of this Bond Ordinance except in accordance with this Article. The total principal amount of the Bond that may be issued is hereby expressly limited to \$700,000, except as provided in Section 2.06 hereof.

SECTION 2.02. Issuance of Bond. The Bond shall be designated "City of Chicago, Illinois Industrial Development Revenue Bond, Series 1985 (Goodwill Industries Project)." The Bond shall be issuable as one fully registered Bond without coupons in the denomination of \$700,000, and shall be initially numbered "R-1."

The Bond shall be dated the date of issuance and shall bear interest from such date at the rates payable at the times and shall mature in installments on the dates as set forth in the form of Bond hereinabove set forth.

Payment of interest on the Bond shall be made to the registered owner thereof and shall be paid in immediately available funds.

SECTION 2.03. Execution; Limited Obligation. The Bond shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and shall have impressed or imprinted thereon the official seal of the Issuer and be attested with the manual signature of its City Clerk. The Bond shall not be a general obligation of the Issuer but a limited obligation payable solely from the amounts payable under the Agreement (except to the extent paid out of moneys attributable to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards) and shall be a valid claim of the holder thereof only against the amounts payable under the Agreement, which amounts are hereby assigned as security for the payment of the Bond and shall be used for no other purpose than to pay the principal and interest on the Bond and costs and expenses secured together with the Bond, except as may be otherwise expressly authorized in this Bond Ordinance. Neither the Issuer, the State, nor any other political subdivision of the State shall be obligated to pay the principal of such Bond or the interest thereon or other costs and expenses incident thereto except from the money assigned as security therefor. Neither the full faith and credit nor the taxing power of the Issuer, the State or any political subdivision of the State is pledged to the payment of the principal of the Bond or the interest thereon or other costs incident thereto. The Bond shall not be a general obligation of the Issuer, nor a charge upon the tax revenues of the Issuer, nor a charge upon any other revenues or property of the Issuer not specifically assigned as security therefor.

SECTION 2.04. Form of Bond. The Bond issued under this Bond Ordinance shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Bond Ordinance.

SECTION 2.05. Delivery of Bond. Upon the execution and delivery of the Agreement, the Assignment, the Mortgage and the Guaranty by the parties thereto, the Issuer shall execute and deliver the Bond to the Lender.

SECTION 2.06. Mutilated, Lost, Stolen or Destroyed Bond. In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and, in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with an indemnity satisfactory to it. In the event the Bond shall have matured, instead of issuing a duplicate Bond, the Issuer may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument Bond. The Issuer may charge the holder or owner of the Bond with its reasonable fees and expenses in this connection. Duplicate Bonds shall be numbered from "R-2" upward.

SECTION 2.07. Registration of Bond; Persons Treated as Owners. The Lender is hereby appointed Registrar of the Bond and shall maintain written records as to the identity of the registered holder of the Bond, from time to time. The Bond is transferable by the registered holder thereof by execution of an assignment in the form appearing on the Bond, by attachment of such form to the Bond and upon notice of such transfer, together with a copy of the assignment of the Bond, being delivered in writing to the Issuer's Mayor and the Corporation. The Lender shall retain copies of all assignments of the Bond.

The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on the fully registered Bond, or any costs and expenses incident thereto, shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed by assignment as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Issuer shall require the payment by the bondholder requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

ARTICLE III

Redemption of Bond Before Maturity.

SECTION 3.01. Redemption Dates. The Bond is noncallable for prepayment or redemption except as set forth in the form of Bond hereinabove set forth.

SECTION 3.02. Notice of Redemption. Notice of the call for any prepayment or redemption shall be given in the manner set forth in the form of Bond hereinabove set forth.

SECTION 3.03. Redemption Payments. Upon the giving of notice and deposit of funds for prepayment or redemption with the holder of the Bond, interest on the Bond or portions thereof thus prepaid or redeemed shall no longer accrue after the date fixed for prepayment or redemption.

ARTICLE IV

General Covenants.

SECTION 4.01. Payment of Principal and Interest. The Issuer covenants that it will pay promptly the principal of and interest on the Bond, together with any and all costs and expenses incident thereto, from payments provided by the Borrowers pursuant to the Agreement at the place, on the dates and in the manner provided in the Bond according to the true intent and meaning thereof, but solely from the amounts pledged therefor. The principal of and interest on the Bond, together with any and all costs and expenses incident thereto, are payable solely from the amounts to be paid under the Agreement and otherwise as provided herein and in the Agreement, which amounts are hereby assigned as security, specifically to the payment thereof in the manner and to the extent herein specified, and nothing in the Bond or in this Bond Ordinance shall be construed as pledging any other funds or assets of the Issuer. The Bond shall not be deemed to constitute a debt, liability, obligation or a loan of credit of the Issuer, the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision, or a pledge of the full faith and credit of the Issuer, the State or any political subdivision thereof, but the Bond shall be payable solely from the revenues provided therefor and the Issuer will not be obligated to pay the principal of or interest on the Bond, or any cost or expense incident thereto, except from the revenues and proceeds assigned as security therefor, and neither the full faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof will be assigned as security for the payment of the principal of or the interest on the Bond, or any costs or expenses incident thereto.

SECTION 4.02. Performance of Covenants; Issuer. The Issuer covenants that it will perform faithfully at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed contained in this Bond Ordinance, the Agreement and the Assignment, in any and every Bond executed and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, to issue the Bond authorized hereby and to pass and execute this Bond Ordinance, to assign the Agreement and to assign as security the amounts hereby assigned in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bond and the passage, execution and delivery of this Bond Ordinance has been duly and effectively taken, and that the Bond in the hands of the holders and owners thereof is and will be a valid and enforceable obligation of the Issuer according to the terms thereof and hereof.

SECTION 4.03. Instruments of Further Assurance. The Issuer will do, pass, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such

resolutions supplemental hereto and such further acts, instruments and transfers as the Lender may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Lender all and singular the amounts pledged hereby to the payment of the principal of and interest on the Bond together with any and all costs and expenses incident thereto. The Issuer, except as herein and in the Assignment provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the amounts, revenues and receipts paid under the Agreement or its rights under the Agreement.

SECTION 4.04. Inspection of Project Books. All books and records, exclusive of privileged or confidential information, in the Issuer's possession directly relating to the Project and the amounts derived from the Agreement shall be open to inspection by the Lender or its representative, as from time to time designated. Such inspection shall be requested in writing and occur only at a mutually convenient time within normal business hours in the offices of the Issuer.

SECTION 4.05. Rights under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Issuer, sets forth the covenants and obligations of the Issuer and the Borrowers, including provisions that subsequent to the issuance of the Bond and prior to its payment in full or provision for payment thereof in accordance with the provisions hereof the Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Lender, and reference is hereby made to the same for a detailed statement of the covenants and obligations of the Borrowers thereunder, and the Issuer agrees that the Lender in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the borrowers under and pursuant to the Agreement for and on behalf of the Bondholder; whether or not the Issuer is in default hereunder.

ARTICLE V

Revenues and Funds.

The Bond herein authorized and all payments by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the amounts derived from the Agreement.

The proceeds of the Bond will be loaned to the Borrowers and the payments provided in Section 4.02(a) of the Agreement are to be remitted directly to the Lender for the account of the Issuer. Such payments, sufficient in amount to ensure the prompt payment of the principal of and interest on the Bond, are assigned as security for such payment.

Funds for the payment of the Cost of Acquisition of the Project shall be disbursed in accordance with Section 3.03 of the Agreement.

ARTICLE VI

Default Provisions and Remedies of Lender and Bondholder.

SECTION 6.01. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an "event of default":

- (a) default in the due and punctual payment of interest on the Bond;
- (b) default in the due and punctual payment of the principal of the Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (c) default in the due and punctual payment of any and all costs and expenses due and owing under the Bond, the Agreement or any other agreement securing this Bond and the Agreement;
- (d) default in the performance or observance of any other of the covenants, agreements or conditions not provided for in this Section 6.01 on the part of the Issuer in this Bond Ordinance or in the Bond contained and failure to remedy the same in the time provided by Section 6.07 of this Bond Ordinance;
- (e) the occurrence of an "event of default" under Section 8.01 of the Agreement or Section 13 of the Mortgage; or
- (f) the occurrence of an Official Determination, as defined in the Bond and (i) the failure to contest such Official Determination, or timely appeal any adverse decision or order entered in such contest, or (ii) the failure to make any of the payments required, by the Bond, to be made as a result of the occurrence of an Official Determination.

SECTION 6.02. Acceleration. Upon the occurrence of an event of default, the Lender may, by notice in writing delivered to the Issuer and the Borrowers, declare the principal of the Bond then outstanding, the interest accrued thereon, and any and all costs and expenses incident thereto, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any declaration of acceleration hereunder, the Issuer and the Lender shall immediately declare an amount equal to all amounts then due and payable on the Bond to be immediately due and payable as liquidated damages in accordance with Section 8.02(a) of the Agreement.

SECTION 6.03. Other Remedies; Rights of Bondholder. Upon the occurrence of an event of default, the Lender may pursue any one or more remedies available at law or in equity to enforce the payment of the principal of the interest on the Bond, and any and all costs expenses incident thereto, then outstanding.

No remedy by the terms of this Bond Ordinance conferred upon or reserved to the Lender is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies given to the Lender hereunder or now hereafter existing at law or in equity, and may be pursued singly, successively or together, at the sole discretion of the Lender and may be exercised as often as occasion therefore shall occur.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver or release

thereof or of any such default or event of default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or event of default hereunder by the Lender shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

SECTION 6.04. Waiver. Upon the occurrence of an event of default, to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of this Bond Ordinance, and the Issuer, for itself and all who claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

SECTION 6.05. Termination of Proceedings. In case the Lender shall have proceeded to enforce any rights under this Bond Ordinance by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Lender shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Bond Ordinance, and all rights, remedies and powers of the Lender shall continue as if no such proceedings had been taken.

SECTION 6.06. Waivers of Events of Default. The Lender may at its discretion waive any event of default hereunder and the consequences and rescind any declaration of maturity of principal.

SECTION 6.07. Opportunity of Issuer and Borrowers to Cure Certain Defaults. The Issuer and the Borrowers shall have thirty (30) days after receipt of written notice of the occurrence of an event of default under Section 6.01(d) to correct such default or cause of such default to be corrected unless the Issuer, the Borrowers and the Lender expressly shall agree in writing to an extension of such time prior to its expiration. If such default cannot be corrected within such 30-day period then the Issuer and the Borrowers shall have an additional 90-day period to cure such default but only if the defaulting party is proceeding diligently to cure such default.

ARTICLE VII

Legal Authorization; Findings.

SECTION 7.01. Legal Authorization. The Issuer is a municipality and home rule unit of the State and is authorized under the Constitution and laws of the State and the Enabling Ordinance to finance the project herein referred to, and to issue and sell bonds in the form of a single debt instrument such as the Bond for the purpose, in the manner and upon the terms and conditions set forth in the Enabling Ordinance and in this Bond Ordinance.

SECTION 7.02. Findings. The City Council has heretofore determined, and does hereby determine and find, as follows:

(a) The Issuer is authorized to enter into the Agreement for the public purposes expressed in the Enabling Ordinance.

(b) The Issuer has made the necessary arrangements with the Borrowers for the establishment within the Issuer of the Project consisting of certain property all as more fully described in the Agreement which will be of the character and accomplish the purposes provided by the Enabling Ordinance, and the Issuer has by this Bond Ordinance authorized the Project.

(c) The acquisition, rehabilitation, improving and equipping of the Project are in the public interest of the Issuer.

(d) The amount estimated to be necessary to finance the Costs of Acquisition of the Project, including the costs and estimated costs permitted by Section 15.2-1(g) of the Act, will require the issuance of the Bond in the principal amount of \$700,000.

(e) It is desirable, feasible and consistent with the objects and purposes of the Act to issue the Bond, for the purpose of financing the Project.

(f) In as much as the basic payments to be made by the Borrowers pursuant to the Agreement will be sufficient in amount to pay principal of and interest on the Bond, and any and all costs and expenses incidental thereto, and the Corporation covenants in the Agreement to maintain the Project; it is not deemed advisable to establish any reserve funds in connection with the retirement of the Bond or the maintenance of the Project.

(g) The terms of the Mortgage provide that the Borrowers shall maintain the Project and carry all proper insurance with respect thereto.

(h) The payment, from the proceeds of the sale of the Bond, of all expenses in connection with the authorization, sale and issuance of the Bond is deemed necessary and advantageous and is so directed.

(i) The financing of the Project will serve the public purposes of the Issuer by preserving existing employment and employment training opportunities and creating new employment and employment training opportunities by encouraging the expansion or increase of industry within the Issuer.

To the extent that the Borrowers have made representations or supplied information to the Issuer concerning such findings, such findings are based solely thereon.

ARTICLE VIII

Authorization To Execute Documents and Sell Bond.

SECTION 8.01. Approval and Authorization of Documents. The Agreement, the Assignment, the Inducement Letter and the Offer to Purchase, in the respective forms and contents presented to the City Council on this date, be and same are in all respects hereby approved, authorized and confirmed and the Mayor and the City Clerk be and they are hereby authorized and directed to execute and deliver the Agreement, the Assignment, the

Inducement Letter and the Offer to Purchase, in substantially the forms and contents as presented to the City Council on this date, for and on behalf of the Issuer.

SECTION 8.02. Authorization of Sale of Bond. The sale of the Bond to the Lender, at a purchase price as set forth in the Offer to Purchase, is hereby approved, authorized and confirmed.

SECTION 8.03. Authority to Correct Errors, Etc. The Mayor and the City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed necessary to correct errors or omissions therein, or to conform the same to the other provisions of such instruments or to the provisions of this Bond Ordinance.

SECTION 8.04. Further Authority. the Mayor, the City Clerk and other officials of the Issuer are hereby authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

SECTION 8.05. Copies of Documents Presented to Board of Trustee Available for Inspection. True and correct copies of all documents presented to the City Council and identified and referred to in this Bond Ordinance are on file in the office of the City Clerk in the municipal offices of the Issuer and are available for inspection by the general public during regular business hours.

ARTICLE IX

Supplemental Ordinances.

The Issuer may, upon the request of and with the written consent of the Borrowers and the Lender, pass and execute ordinances supplemental to this Bond Ordinance which shall not be inconsistent with the terms and provisions hereof and the Agreement. The Issuer may act on such request in its sole discretion.

ARTICLE X

Miscellaneous.

SECTION 10.01. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Ordinance or the Bond is intended or shall be construed to give to any person or company other than the Issuer, the Corporation, the Land Trustee, the Lender and the Holder of the Bond and the holder or former holder of any participation interest thereon any legal or equitable right, remedy or claim under or with respect to this Bond Ordinance or any covenants, conditions and provisions herein contained; this Bond Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Borrowers, the Lender and the Holder of the Bond and the holder or former holder of any participation interest therein as herein provided.

SECTION 10.02. Severability. If any provision of this Bond Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 10.03. Notice. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

If to the Issuer, City of Chicago, Illinois 60602, Attention: City Clerk, City Hall, with a copy to City Corporation Counsel, City Hall, City of Chicago, Illinois 60602.

If to the Lender, American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Commercial Banking Division, with a copy to Rieck & Crotty, 55 West Monroe Street, Chicago, Illinois 60603.

If to the Corporation, Goodwill Industries of Chicago and Cook County, 215 North DesPlaines Street, Chicago, Illinois 60606, Attention: Executive Director, with a copy to Donald R. Hanson, Esq., Hanson & Shire, 33 North Dearborn Street, Chicago, Illinois 60602.

If to the Land Trustee, American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention:

A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or either Borrower shall also be given to the Lender and the other Borrower. The Issuer, the Corporation, the Land Trustee, and the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 10.04. Counterparts. This Bond Ordinance may be simultaneously executed in several counterparts, each of which shall be an original and all which shall constitute but one and the same instrument.

SECTION 10.05. Applicable Provisions of Law. This Bond Ordinance shall be governed by and construed in accordance with the laws of the State.

SECTION 10.06. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter", and other equivalent words refer to this Ordinance and not solely to the particular portion in which any such word is used.

SECTION 10.07. Captions. The captions or headings in this Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Bond Ordinance.

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

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH REGGIO'S
PIZZERIA NUMBER ONE,
INCORPORATED.

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 Reggio's Pizzeria No. 1, Inc., located at 706 East 79th Street whereby revolving loan program funds will be lent to assist in the construction of improvements and the purchase of equipment, in the amount of \$107,000.00.

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, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, By resolution dated July 9, 1985, the Department of Economic Development of the City of Chicago has approved a Revolving Loan Fund for Reggio's Pizzeria No. 1, Inc.; and

WHEREAS, Said loan is consistent with the primary purpose of the Department of Economic Development, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development to the City of Chicago; and

WHEREAS, The Revolving Loan Fund Loan to Reggio's Pizzeria No. 1, Inc., is consistent with the goals and objectives of improving services to smaller companies and encouraging minority entrepreneurship as illustrated in the Chicago Plan for Economic Development; and

WHEREAS, The Department of Economic Development has funds made available to it through the United States Department of Commerce, Economic Development Administration, for a Revolving Loan Fund under Title IX of the Public Works and Economic Development Act of 1971, and supplementary funds made available through the United States Department of Housing and Urban Development, and the Department of Economic Development proposes that these Revolving Loan Fund funds be made available for a Revolving Loan Fund Loan to Reggio's Pizzeria No. 1, Inc.; now, therefore,

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

SECTION 1. That a Revolving Loan Fund Loan for \$107,000 is hereby approved for Reggio's Pizzeria No. 1, Inc.

SECTION 2. That the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City, a Revolving Loan Fund Loan Agreement by and between the City and Reggio's Pizzeria No. 1, Inc.; said Revolving Loan Fund Loan Agreement to be in substantially the form of Exhibit A attached hereto.

SECTION 3. This ordinance is to be effective immediately upon passage thereof.

Loan and Security Agreement attached to this ordinance reads as follows:

This Agreement is entered into and executed as of _____ day of _____, 19_____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602, and Reggio's Pizzeria No. 1, Inc., an Illinois general partnership, with principal offices at 706 East 79th, Chicago, Illinois 60619, ("Borrower").

Recitals:

Whereas, D.E.D. was established on 10 February, 1982 by ordinance of the City Council of the City of Chicago; and

Whereas, D.E.D. 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, D.E.D. has funds available to it from the U.S. Department of Commerce, Economic Development Administration ("E.D.A.") in the amount of \$2,200,000 for a Revolving Loan Fund Program, supplemental funds from the U.S. Department of Housing and Urban Development Year IX Community Development Block Grant Funds in the amount of \$500,000; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$107,000 ("Loan") for the purposes of construction and equipment purchase as part of facilities expansion program;

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 D.E.D. at the time of application for the Loan and financial statements hereinafter provided to D.E.D. 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 708-710 East 79th Street, Chicago, Illinois, 60619 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 Seaway National 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 \$107,000.

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 7.5% on the principal balance outstanding from time to time.

3.04. Repayment of the Loan shall be in 60 equal monthly installments of principal plus interest thereon pursuant to Paragraph 3.03 above. Payments shall be made on or before the 25th day of the month commencing on the 25th 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 for purposes of construction and purchase of equipment 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. goods, 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.

4.03. 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, then 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.

4.04 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.

4.05 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, 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 \$39,500 plus additional advances actually made by the Senior Lender upon failure of Borrower to meet its obligations under the Senior Financing.

4.06 Borrower agrees that John Clark, Jr. and Pearl Clark shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following, some of which may already have been accomplished, shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:

5.01 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.

5.02 Borrower shall have furnished to City, duly executed financing statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of Deeds, respectively.

5.03 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 identifying the City as a loss payee, as its interests appear.

5.04 Personal Guarantee of Repayment of the Loan.

5.05 Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of security interest as security therefor.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

6.01 All representations 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.

6.02 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 organization as represented at the beginning of this Agreement, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (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.

6.03 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 6.03.

6.04 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).

6.05 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.

6.06 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, upon request by D.E.D., Borrower shall submit to D.E.D. no more frequently than once per calendar quarter, statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.

6.07 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 7. Maintaining Records/Right To Inspect.

7.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender, the U.S. Department of Commerce, Economic Development Administration ("E.D.A.") and/or the U.S. Department of Housing and Urban Development ("H.U.D."), 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, E.D.A. or H.U.D.

7.02 Any duly authorized representative of the Lender, E.D.A. or H.U.D. shall at all reasonable times, have access to all portions of the Project.

7.03 The rights of access and inspection provided in this Section 7 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 8. Jobs.

8.01 Borrower shall use its best efforts to maintain approximately 12 present full-time and 9 part-time jobs; and shall use its best efforts to create approximately 10 new, permanent and 3 part-time jobs within 12 months after execution of this Agreement.

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

Section 9. 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 9, 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 loans.

Section 10. 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 9 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 11. 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 12. 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 13. Prepayment.

This Loan may be prepaid at anytime without premium or penalty.

Section 14. Equal Employment.

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 employment on account of race, religion, color, sex, national origin, age or physical handicap. 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, national origin, age or physical handicap. 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.

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, national origin, age or physical handicap.

14.3. 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 15. 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 16. 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 17. 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 18. Non-Assignability.

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

18.02. 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 19. Additional Provisions.

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

19.02. 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: Reggio's Pizzeria No. 1, Inc.
706 East 79th Street
Chicago, Illinois 60619
Attention: John M. Clark, Jr.

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.

19.03. 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.

19.04. 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 forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that the above-named general partners of Reggio's Pizzeria No. 1, Inc. (the "Company"), personally known to me to be the same persons whose names are subscribed to

the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as an officer of the Company and as the free and voluntary act of the Company for the uses and purposes therein set forth:

Given under my hand and Notarial Seal this ____ day of _____, 198__.

Notary Public

My Commission Expires _____

**AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH H AND H
ENTERPRISES, INCORPORATED.**

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 H and H Enterprises, Inc., located at 110 East 79th Street, whereby Community Development Block Grant Funds will be lent to assist in the rehabilitation of the property, in the amount of \$100,000.00.

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, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 38.

Nays -- None.

Alderman Frost 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 the 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 expand businesses; and

WHEREAS, H and H Enterprises, Inc., an Illinois corporation has made application to the Department of Economic Development to borrow \$100,000 for the purposes of rehabilitation of the building at 110 East 79th Street which will result, among other things, in the creation of 50 job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of H and H Enterprises, 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, Loan and Security Agreements with H and H Enterprises, Inc., pursuant to which the City will loan \$100,000 to H and H Enterprises, Inc. to assist H and H Enterprises, Inc. to rehabilitate property at 110 East 79th Street, said Loan and Security Agreements to be substantially in the form hereto as Exhibit A.

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

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

Loan and Security Agreement attached to this ordinance reads as follows:

This Agreement is entered into and executed as of this day of _____, 1985, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602 and H & H Enterprises, Inc., an Illinois corporation, with principal offices at 212 East 51st Street, Chicago, Illinois 60615 ("Borrower").

Recitals:

Whereas, D.E.D. was established on 10 February, 1982 by ordinance of the City Council of the City of Chicago; and

Whereas, D.E.D. 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, D.E.D. 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; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$100,000 ("Loan") for the purposes of rehabilitation of property at 110 East 79th Street, Chicago, Illinois 60619 into a complete health care facility;

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 D.E.D. at the time of application for the Loan and financial statements hereinafter provided to D.E.D. 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 110 East 79th Street, Chicago, Illinois 60619, 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 Independence 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 \$100,000.

3.02. The term of the Loan shall be concurrent with the term of the loan of the Senior Lender, but in any event no less than 5 nor more than 10 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 creditworthy 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 October 1, 1985.

3.04. Repayment of the Loan shall be in 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 10th day of the month commencing on the 10th 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 of rehabilitating the Property into a complete health care facility, 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 hereby grants to Lender a security interest in and to all Borrower's now owned or hereafter acquired:

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, then 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, which statements and agreements shall be recorded at such locations as the Lender designates 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 interest, 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 \$150,000, plus additional amounts actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

4.07. Borrower agrees that Dr. Herbert C. Harris shall provide a personal guaranty and pledge marketable securities to guaranty repayment of the Loan.

Section 5. Conditions Precedent.

The following, some of which may already have been accomplished shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

5.01. Duly executed First Source Agreement with Lender in substantially the form attached hereto as Exhibit A.

5.02. Borrower shall certify to Lender 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.

5.03. Borrower shall have furnished to Lender duly executed financing statements to be filed at Borrower's expense, by the Lender at such locations as the Lender designates.

5.04. Borrower shall have furnished to Lender 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 identifying the Lender as a loss payee, as its interests appear.

5.05. Personal Guarantee and pledge of marketable securities to guaranty repayment of the Loan.

5.06. Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of security interest as security therefor.

Section 6. Conditions Subsequent.

6.01. Within 10 calendar days following disbursement of Loan proceeds, Borrower shall furnish to Lender, duly executed Certificate(s) of Inspection and Acceptance, certifying that the equipment purchased with Loan proceeds has been received, inspected, installed, and is working to the full satisfaction of Borrower.

6.02. Within _____ days following disbursement of Loan proceeds, Borrower shall furnish Lender with evidence that all permits necessary to commence construction have been obtained.

6.03. Promptly upon substantial completion of the Project, but in no event later than _____, 19_____, Borrower shall furnish Lender with a certificate of completion which, among other things, shall include fully executed waivers of Mechanics' Liens and Contractors' Sworn Statements for all work performed.]

Section 7. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

7.01. all representations 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.

7.02. 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, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (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.

7.03. 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 (first) (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 7.03.

7.04. 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).

7.05. 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.

7.06. Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, 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, upon request by D.E.D., Borrower shall submit to D.E.D. no more frequently than once per calendar quarter, statements of Borrower's employment profile and Borrower's financial condition prepared in accordance with generally accepted accounting principles consistently applied.

7.07. 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 8. Maintaining Records/Right To Inspect.

8.01. 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 ("H.U.D."), 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 H.U.D.

8.02. Any duly authorized representative of the Lender or H.U.D. shall, at all reasonable times, have access to all portions of the Project.

8.03. The rights of access and inspection provided in this Section 8 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 9. Jobs.

9.01. Borrower shall use its best efforts to create approximately 50 new, permanent jobs within 12 months after execution of this Agreement.

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

Section 10. 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 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) Borrower's sale, partial sale, transfer or voluntary disposition of its business; (e) 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 (e) of this Section 10, continuing for a period of 60 days after notice thereof to Borrower; or (f) 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 11. 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 10 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 12. 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 13. Labor Standards.

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

Section 14. Prepayment.

This Loan may be prepaid at anytime without premium or penalty.

Section 15. Equal Employment.

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

15.01. Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex or national origin, age or physical handicap. 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, age or physical handicap. Such action may 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.

15.02. 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.

15.03. 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 16. 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 17. 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 18. 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 19. Non-Assignability.

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

19.02. 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 20. Additional Provisions.

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

20.02. 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: H & H Enterprises, Inc.
212 East 51st Street
Chicago, Illinois 60615
Attention: Dr. Herbert C. Harris

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.

20.03. 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.

20.04. 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 forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officer of H & H ENTERPRISES, INC, ("the Borrower"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as Officer of the Borrower and as of the own free and voluntary act of the Borrower for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this _____ day of _____,
198-.

Notary Public

My Commission
Expires _____

AUTHORITY GRANTED FOR EXECUTION OF LOAN
AND SECURITY AGREEMENT WITH 53RD
STREET MR. G., INCORPORATED.

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 53rd Street Mr. G., Inc., located at 1226 East 53rd Street, whereby Community Development Block Grant Funds will be lent to assist the company in purchasing machinery and equipment, in the amount of \$50,000.00.

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, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

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 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, 53rd Street Mr. G., Inc., a Delaware corporation has made application to the Department of Economic Development to borrow \$50,000 for purposes of purchasing machinery and equipment 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 53rd Street Mr. G., 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 53rd Street, Mr. G., Inc., pursuant to which the City will loan \$50,000 to 53rd Street, Mr. G., Inc. to assist 53rd Street, Mr. G., Inc., to expand its grocery store, 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.

Loan and Security Agreement (Exhibit A) attached to this ordinance reads as follows:

EXHIBIT A

LOAN AND SECURITY 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 ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602 and 53rd Street Mr. G., Inc., a Delaware corporation, with principal offices at 1226 East 53rd Street, Chicago, Illinois 60615 ("Borrower").

Recitals:

Whereas, D.E.D. was established on 10 February, 1982 by ordinance of the City Council of the City of Chicago; and

Whereas, D.E.D. 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, D.E.D. 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; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$50,000 ("Loan") for the purposes of purchasing machinery and equipment;

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 D.E.D. at the time of application for the Loan and financial statements hereinafter provided to D.E.D. 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 the leasehold interest in that certain real estate located at 1226 East 53rd Street, Chicago, Illinois 60615, 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 Exchange National 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 \$50,000.00.

3.02. The term of the Loan shall be 3 years.

3.03. The rate of interest charged on the Loan, per annum, shall be 85% of that rate of interest charged by First National Bank of Chicago to its most creditworthy 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's 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 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 _____, 1985.

3.04. Repayment of the Loan shall be in 36 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 10th day of the month commencing on the 10th 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 of purchasing machinery and equipment for use 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 hereby grants to Lender a security interest in and to all Borrower's now owned or hereafter acquired:

4.01. inventory;

4.02. 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.

4.03. 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, then 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.

4.04. Borrower shall execute such financing statements and security agreements as Lender may request, which statements and agreements shall be recorded at such locations as the Lender designates to perfect its security interest in the Collateral.

4.05. All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, 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 \$50,000, plus additional amounts actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

4.06. Borrower agrees that Junior G., Inc., William Gerstein, Michael Damico, and Susan Kaplan and Harry Bestow shall guaranty the Loan.

Section 5. Conditions Precedent.

The following, some of which may already have been accomplished shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

5.01. Borrower shall certify to Lender 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.

5.02. Borrower shall have furnished to Lender duly executed financing statements to be filed at Borrower's expense, by the Lender at such locations as the Lender designates.

5.03. Borrower shall have furnished to Lender 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 Lender as a loss payee, as its interests appear.

5.04. Guarantee of repayment of the Loan.

5.05. Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of security interest as security therefor.

Section 6. Conditions Subsequent.

6.01. Within 10 calendar days following disbursement of Loan proceeds, Borrower shall furnish to Lender, duly executed Certificate(s) of Inspection and Acceptance, certifying that the equipment purchased with Loan proceeds has been received, inspected, installed, and is working to the full satisfaction of Borrower.

Section 7. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

7.01. All representations 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.

7.02. Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, a Delaware 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, and qualified or licensed to do business in Illinois and in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (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.

7.03. 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 7.03.

7.04. 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).

7.05. 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.

7.06. Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, 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, upon request by D.E.D., Borrower shall submit to D.E.D. no more frequently than once per calendar quarter, statements of Borrower's employment profile and Borrower's financial condition prepared in accordance with generally accepted accounting principles consistently applied.

7.07. 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 8. Maintaining Records/Right To Inspect.

8.01. 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 (H.U.D.) 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 H.U.D.

8.02. Any duly authorized representative of the Lender or H.U.D. shall, at all reasonable times, have access to all portions of the Project.

8.03. The rights of access and inspection provided in this Section 8 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 9. Jobs.

9.01. Borrower shall use its best efforts to maintain approximately 25 present full-time and 35 present part-time jobs; and shall use its best efforts to create approximately 5 new, permanent jobs within 12 months after execution of this Agreement.

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

Section 10. 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) failure to make when due and owing, any payment which failure shall continue for a period of 10 days following notice thereof to Borrower; (b) failure to perform any obligations or of any covenants or liabilities contained or referred to herein other than payment due hereunder; (c) 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; (d) 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; (e) Borrower's sale, partial sale, transfer or voluntary disposition of its business (f) 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 (f) of this Section 10, continuing for a period of 60 days after notice thereof to Borrower; or (h) any default of Other Agreements with the Lender or to the Senior Lender

which would permit the Lender or the Senior Lender as the case may be, after the expiration of any applicable cure period thereunder, to accelerate its loan.

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 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) Borrower's sale, partial sale, transfer or voluntary disposition of its business (e) 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 (e) of this Section 10, continuing for a period of 60 days after notice thereof to Borrower; or (f) 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 11. 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 10 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 12. 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 13. 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 14. Prepayment.

This Loan may be prepaid at anytime without premium or penalty.

Section 15. Equal Employment.

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

15.01. Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex, national origin, age or physical handicap. 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, national origin, age or physical handicap. Such action may 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.

15.02. 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.

15.03. 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 16. 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 17. 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 18. 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 19. Non-Assignability.

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

19.02. 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 19. Additional Provisions.

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

19.02. 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: 53rd Street Mr. G., Inc.
1226 East 53rd Street
Chicago, Illinois 60615
Attention: William Gersterin

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.

19.03. 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.

19.04. 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 forms omitted for printing purposes.]

State of Illinois)
) SS:
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that the above-named officer of 53rd Street Mr. G., Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as Officer of the Company and as the own free and voluntary act of the Company for the uses and purposes therein set forth:

Given under my hand and Notarial Seal this _____ day of _____, 198____.

Notary Public

My Commission
Expires _____

TRANSFER OF FUNDS AUTHORIZED IN DEPARTMENT OF POLICE.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
General Pay Increases	100-4143-007	\$6,881

TO:

Account	Number	Amount
Technical & Scientific Equipment	100-4125-445	\$5,261
Furniture and Furnishings	100-4125-424	\$1,620

SECTION 2. That the sole purpose of this transfer of funds is to provide funds to cover the necessary cost for purchases requested during 1984.

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

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by a viva voce vote.

TRANSFER OF FUNDS AUTHORIZED IN MAYOR'S ADVISORY
COMMISSION ON LATINO AFFAIRS.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM:

Account	Number	Amount
Gasoline	100-3440-320	\$700.00

TO:

Account	Number	Amount
Specific Purposes General	100-3440-800	\$700.00

SECTION 2. That the sole purpose of this transfer of funds is to provide monies to be used by the staff for transportation and by the Commissioners for additional expenses incurred.

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

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by a viva voce vote.

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
WITH EDGEWATER COMMUNITY COUNCIL,
INCORPORATED TO ASSIST IN
RENOVATION OF FORMER
GUNDER HOUSE.

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

On motion of Alderman Burke, the said proposed ordinance was *Passed* by a viva voce vote.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 6, 1984, establishing procedures for the Year X Community Development Block Grant Program, which ordinance requires that the award of any contract or grant over \$50,000 in any program category, project, or activity which is not included by specific designation in the aforesaid ordinance, shall be subject to review and approval by the City Council; and

WHEREAS, Said ordinance allocates \$280,000 of Year X Community Development Block Grant Funds to the Department of Public Works Historic Preservation Program; and

WHEREAS, The Acting Commissioner of Public Works has recommended that \$216,000 of Year X Community Development Block Grant Historic Preservation Funds be granted to the Edgewater Community Council, Inc., to provide for a portion of the cost of renovation of the former Gunder House, commonly known as the Viatorian Mansion, located at 6219 North Sheridan Road; and

WHEREAS, The Chicago Park District acquired said property with a grant from the City of Chicago, of Year VI Community Development Block Grant Funds; and

WHEREAS, The Chicago Park District has authorized a possession and use permit (a copy of which is attached hereto as Exhibit A), for said property by the Edgewater Community Council, Inc., to develop the property as a neighborhood-based cultural arts center for public use; and

WHEREAS, The preservation and proposed renovation of said property meets the objectives of the Year X Community Development Block Grant Funds Historic Preservation Program; now, therefore,

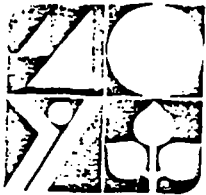
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Mayor is authorized to enter into and execute on behalf of the City of Chicago, a contract with the Edgewater Community Council, Inc. for a grant in an amount not to exceed \$216,000, for the purpose of assisting in the preservation and renovation of the former Gunder House, located at 6219 North Sheridan Road, commonly known as the Viatorian Mansion, for use as a neighborhood-based cultural arts center, said agreement to be substantially in the form attached hereto as Exhibit B.

SECTION 2. There is hereby appropriated the amount of \$216,000 from Year X Community Development Block Grant Historic Preservation Program Funds for the Viatorian Mansion Preservation Project.

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

[Exhibit A attached to this ordinance is printed on
page 19314 of this Journal.]

EXHIBIT A

RICK HALPRIN
General Attorney

ADMINISTRATION BUILDING
425 EAST McFETRIDGE DRIVE
CHICAGO, ILLINOIS 60605
TELEPHONE
294-2200

May 30, 1985

Edgewater Community Council, Inc.
Restoration Committee
1112 West Bryn Mawr
Chicago, IL 60660

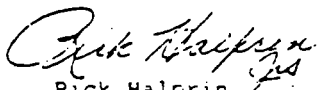
Ladies and Gentlemen:

RE: BERGER PARK NORTH MANSION AND COACH HOUSE

As a result of a resolution from the Board of Commissioners, the Restoration Committee of Edgewater Community Council, Inc., is hereby given possession and use permit for Berger Park North Mansion and Coach House.

1. In consideration of the receipt for this use and occupancy permit the Restoration Committee agrees to submit a comprehensive liability policy for both structures prior to the time they take actual possession.
2. On approval by the Treasurer's office the Restoration Committee shall take possession of said premises.
3. The Restoration Committee shall maintain this facility at all times for public use and shall not discriminate against any individual or group on account of race, sex, religion or political beliefs.
4. No construction, exterior or interior, may be started without the express approval of the General Superintendent of the Chicago Park District, which approval must be in writing.
5. The Restoration Committee further agrees to all conditions and terms, which are attached to Exhibit 1.

Sincerely,


Rick Halprin
General Attorney

rh:jrs
attachment - exhibit 1 Resolution

Exhibit B attached to this ordinance reads as follows:

Exhibit B.

Redevelopment Agreement.

This Agreement entered in this _____ day of _____, 1985, by and between the City of Chicago, a municipal corporation ("City"), and the Edgewater Community Council, Inc., an Illinois not-for-profit corporation ("Recipient").

Whereas, pursuant to the enactment of the Federal Housing and Community Development Act of 1974, as amended, the City has agreed to the allocation and expenditure of Community Development Block Grant Funds for the Historic Preservation Grant Program for Program Year X; and

Whereas, the Historic Preservation Grant Program provides for the allocation of funds to upgrade, renovate and preserve properties of historical, architectural and cultural significance; and

Whereas, the Recipient has requested and the City has agreed to allocate from the Historic Preservation Grant Program funds, as a grant to Recipient, the sum of \$216,000 ("Grant"), for the purpose of upgrading and renovating the property located at 6219 North Sheridan Road, Chicago, Illinois 60660, commonly known as the Viatorian Mansion (the "Project").

Now, Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services.

(a) Recipient agrees to construct certain physical improvements and related activities as set forth in Exhibit A attached hereto and made a part hereof (the "Improvements").

(b) The Improvements shall be constructed in accordance with plans and specifications prepared by Recipient's architect and/or consulting engineers, as approved by the designated representative of the City's Department of Public Works.

(c) The selection of contractors by Recipient, will be based upon competitive bidding or interviews of numerous contractors qualified to fulfill the terms of the proposed contract, and will take into consideration the nature of this Project. All contractors engaged by Recipient will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. All contracts entered into and executed between Recipient and construction contractors, and between contractors and any and all subcontractors thereof, shall expressly include the terms and conditions of Exhibits B and C, attached hereto and made a part hereof.

2. Time of Performance.

The Improvements shall be completed by the later to occur at the end of the 10th program year designated as Project B-894-MC-17-0006, or 31 December 1986.

3. Compensation and Method of Payment.

(a) Recipient shall be reimbursed for costs actually expended in completing the Improvements, to a maximum aggregate amount of \$216,000. Any costs required to complete the Improvements over and above \$216,000, shall be borne solely by Recipient.

(b) The City shall reimburse Recipient for its incurred eligible costs upon presentation of requisitions for reimbursement, which shall include, among other things, documents evidencing expenditures for which reimbursement is sought, duly executed waivers of mechanics' liens, contractors' sworn statements and written instruction to City to whom reimbursement payment(s) are to be made.

4. Fund Chargeable.

Disbursements under this Agreement shall be payable from Fund No. 575-8401.

5. Insurance.

The Recipient shall maintain liability insurance providing for payment of at least \$1,000,000 per incident for any claims whatsoever for damages or injuries to persons or property arising out of or by reason of the actions of Recipient or any contractor thereof. Said liability insurance shall name the City as a co-insured, and shall provide that cancellation of such insurance shall occur only upon 30 days prior notice thereof.

Recipient, in addition to maintaining insurance as set forth above, agrees to unconditionally indemnify and hold harmless the City, without limitation, for any claims of any nature whatsoever arising out of or by reason of Recipient's activities under this Agreement.

6. Default.

In the event Recipient fails to perform its obligations contained herein, and said failure continues for a period of 60 days after written notice thereof from the City, the City may, in its sole discretion: (i) terminate the Grant with no further obligations or responsibilities thereto; (ii) demand Recipient specifically perform any and all remaining obligations under this Agreement.

7. No Assignment or Succession.

No transfer of Grant funds by the City to Recipient shall be, be deemed to be, an assignment of Year X Community Development Block Grant Funds, and Recipient shall not succeed to any rights, benefits or advantages of the City under the aforesaid grant, nor attain any rights, privileges, authorities or interests in or under said grant.

8. 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.

9. Notices.

Any and all communications given or required under this Agreement, shall be in writing, and sent first class mail, registered, return receipt requested, postage prepaid as follows:

If to the City:

City of Chicago
Department of Public Works
Room 406
City Hall
Chicago, Illinois 60606
Attention: Commissioner

If to Recipient:

Edgewater Community Council, Inc.
1112 West Bryn Mawr Avenue
Chicago, Illinois 60660
Attention: Executive Director

10. Miscellaneous.

(a) 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.

(b) This Agreement shall be governed as to performance and interpretation in accordance with the laws and statutes of the State of Illinois.

In Witness Whereof, the City and Recipient have executed this Agreement at Chicago, Illinois as of the date first above written.

[Signature forms omitted for printing purposes.]

Exhibits A and B attached to this ordinance read as follows:

EXHIBIT A.

Scope of Services

The Edgewater Community Council, Inc.

The recipient shall use the grant to:

1. Rehabilitate and upgrade existing building features:

Exterior Work: Masonry repairs, roof and gutters, window replacement, site improvements.

Interior Work: Rehabilitate existing features, replace heating, plumbing, electrical, insulate roof.

2. Pay architectural fees.

EXHIBIT B.

Part II -- General Provisions.

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

Non-discrimination

Relocation and Acquisition

Environmental Standards

Historic Preservation

Labor Standards

Architectural Barriers Act of 1968

Activities for which other federal funds must be sought

Hatch Act

National Flood Insurance Program

A Clear Air Act and Federal Water Pollution Control Act

Lead-Base Paint Poisoning Prevention Act

Use of Debarred, Suspended or Ineligible Contractors or Subrecipients

Uniform Administration Requirements and Cost Principles

Conflict of Interest

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

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

PART II - GENERAL CONDITIONS.

Non-discrimination.

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

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

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

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-lu; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48 Secs. 851 to 866 inclusive; and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; and ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A): provisions of 41 CFR Chapter 60, and Davis-Bacon (40 U.S.C. 276-a-276-a-5).

Contractor's Agreements.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States. (See Form H.U.D. 4010).

Resident Manpower and Business Utilization.

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

That Section as interpreted requires that:

in the administration of programs providing direct financial assistance in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community development, the recipient or contractor shall document efforts to; insure that to the greatest extent feasible opportunities for training and employment arising in connection with planning and carrying out of any project assisted under any such program be given to lower income persons residing in the area of such project; and insure that to the greatest extent feasible contracts for work to be performed in connection with any such project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of such project.

Posting of Pertinent Information

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

Reporting Requirements

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

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

Pre-Construction Conference

The Commissioner of the contracting City department, or his designee, shall call or arrange to be called a pre-construction conference for the purpose of informing the contractor and/or his subcontractors of their responsibilities under the provisions of this contract. The pre-construction conference agenda will be substantially the same agenda as

outlined by the Department of Housing and Urban Development. The general contractor is responsible for the notifying and ensuring of the presence of his subcontractors.

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

Exhibit C attached to this matter reads as follows:

Exhibit C.

City Of Chicago

Department Of Purchases, Contracts And Supplies

Special Condition For Competitive Solicitations

(Attachment 1)

* * * * *

All bidders or proposers must agree to the terms of clause "Utilization of Minority and Women Business Enterprises" (Hereinafter referred to as the clause) included with this solicitation in order to be considered for award of a contract under this solicitation.

Bidders or Proposers that do not agree to the terms of the clause will be determined non-responsive to the provisions of the solicitation and eliminated from further consideration.

Bidders or Proposers may take exception to the terms of the clause and request that the Purchasing Agent grant a waiver to the clause based upon evidence presented by the bidder or proposer that the terms of the clause constitute impossible or unreasonable compliance under this solicitation.

The Purchasing Agent may waive the clause by deletion or by negotiating a mutual modification to the clause with the successful bidder or proposer. However, waiver of the clause is at the discretion of the Purchasing Agent and all determinations are final.

In order to comply with the clause, Bidders or Proposers must complete schedule D-1 MBE/WBE Goal Implementation Plan, and submit the plan with their Bid or Proposal. The plan shall define how the Bidder or Proposer will comply with the clause and shall be

incorporated into the contract as a basis for determining contractor's compliance with the clause prior to payment.

The Purchasing Agent shall also define the content and frequency of a MBE/WBE Compliance Report to be submitted with the contractor's invoice to verify the contractor's compliance with the clause, such definition shall be incorporated into the contract.

CITY OF CHICAGO

DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

CLAUSE FOR ALL CONTRACTS

(Other than Construction Contracts) which may exceed \$10,000

UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES

- A) It is the policy of the City of Chicago that bona fide Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) shall have the maximum practicable opportunity to participate fully in the performance of City Contracts.
- B) The contractor agrees to expend not less than 25% (or such negotiated percentage) of the dollar value of this contract (including any modifications thereof) with one or more MBEs and not less than 5% (or such negotiated percentage) of the dollar value of this contract with one or more WBEs. This commitment may be met by the contractor's status MBE or WBE, or by joint venture with one or more qualified MBEs or WBEs as prime contractor, or by subcontracting of a portion of the work to one or more MBEs or WBEs, or by purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

As used in this contract, the term "Minority Business Enterprise" or "MBE" means a business entity which is at least 51% owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more members of one or more minority groups; and whose management and daily business operations are controlled by one or more such individuals.

The term "Women Business Enterprise" or "WBE" means a business which is at least 51% owned by one or more women, or, in the case of publicly held corporation, 51% of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Contractors may rely upon written certifications or affidavits of suppliers and subcontractors regarding their status as Minority or Women Business Enterprises in lieu of an independent investigation subject to the sanctions in paragraph C.4 below.

C. The contractor agrees to:

1. report to the Purchasing Agent on all contract-related expenditures made to achieve compliance with the foregoing provision. Such reports shall include the name and business address of each MBE and WBE involved in the contract, a description of the work performed and/or product or service supplied by each such MBE or WBE, the date and amount of each expenditure, and such other information as may assist the Purchasing Agent in determining the contractor's compliance with the foregoing provision and the status of any MBE or WBE performing any portion of the contract. The number and frequency of such reports shall be defined in the special conditions of this contract.
2. pay liquidated damages for a contractor's non-compliance with the commitment to the MBE/WBE participation, to be measured by the extent of the contractor's non-compliance as follows:

for each one percent (or fraction thereof) of shortfall toward MBE goal or WBE goal, one percent of the base bid price for this contract shall be surrendered by the contractor to City in payment as Liquidated Damages.
3. the termination of the contract and/or disqualification of the contractor from future contracting opportunities with the City for a period up to three years upon the disqualification of the contractor as MBE or WBE, if (a) the contractor's status as MBE or WBE was a factor in the award of the contract and (b) such status was knowingly misrepresented by the contractor. The City expressly reserves the right to pursue other remedies at law or in equity.
4. the termination of the contract and/or disqualification of the contractor from future contracting opportunities with the City for a period up to three years upon the disqualification of any MBE or WBE subcontractor or supplier of goods or services if (a) the subcontractor's or supplier's status as MBE or WBE was a factor in the award of the contract and (b) the status of the subcontractor or supplier was knowingly misrepresented by the contractor. In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall discharge the disqualified subcontractor or supplier and, if possible, identify a qualified MBE or WBE as its replacement.
5. allow the City of Chicago's Contract Compliance Officer access to the contractor's books and records, including without limitation payroll records, tax returns and records, and books of account, on 48 hours notice, to allow the Officer to determine the contractor's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

6. Insert provisions similar to paragraphs C.4 and C.5 in each subcontract.

(END OF CLAUSE).

AUTHORITY GRANTED FOR REPROGRAMMING OF COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FROM YEAR IX
PHASE I BUDGET TO YEAR X PHASE II
BUDGET CONCERNING PARK MANOR
BUSINESS AREA IMPROVE-
MENT PROJECT.

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1985, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The Commissioner of the Department of Economic Development requests additional Community Development Block Grant funds totaling \$45,950 be allocated to fully fund the completion of Phase II of the Park Manor Business Area Improvement Project which was originally funded in Year X; and

WHEREAS, \$45,950 has been identified as available within the Year IX Phase I budget of the Park Manor Business Area Improvement Project; and

WHEREAS, This transfer of funds will not adversely affect the completion of Phase I and will ensure the timely completion of Phase II of the Park Manor Business Area Improvement Project; now, therefore,

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

SECTION 1. The sum of \$45,950 be transferred from the Year IX Phase I budget of the Park Manor Business Area Improvement Project to the Year X Phase II budget of the Park Manor Business Area Improvement Project.

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

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

AUTHORITY GRANTED FOR REPROGRAMMING OF COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FROM PERMANENT
IMPROVEMENTS ACCOUNT OF LEVY CENTER AND
SALVAGE FUNDS TO YEAR IX COPERNICUS
CENTER PROJECT.

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

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

WHEREAS, The Commissioner of the Department on Aging and Disability request additional Community Development Block Grant funds totaling \$58,915 be allocated to fully fund the Permanent Improvements at the Northwest Multipurpose Center (Copernicus Center); and

WHEREAS, \$14,300 has been identified as available within the Permanent Improvements account of the Year IX Northeast Multipurpose Center (Levy Center) project; and

WHEREAS, \$44,615 has been identified as salvage funds from prior year Community Development Block Grant Program; now, therefore,

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

SECTION 1. The sum of \$14,300 be transferred from the Permanent Improvements account of the Year IX Northeast Multipurpose Center (Levy Center) project to the Permanent Improvements account of the Year IX Northwest Multipurpose Center (Copernicus Center) project.

SECTION 2. The sum of \$44,615 be transferred from prior year salvage funds to the Permanent Improvements account of the Year IX Northwest Multipurpose Center (Copernicus Center) project.

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

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

AUTHORITY GRANTED TO AMEND YEAR XI COMMUNITY
DEVELOPMENT BLOCK GRANT APPROPRIATION
ORDINANCE RELATING TO DEPARTMENT
OF HOUSING.

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 Year XI Community Development Block Grant Appropriation Ordinance is hereby amended by making the revisions to positions as shown on the attached sheet.

SECTION 2. That this ordinance shall be effective from and after its passage.

[Amendments attached to this ordinance are printed on page
19328 of this Journal.]

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by a viva voce vote.

APPROVAL GIVEN TO APPOINTMENTS OF MR. GEORGE
ELIOPULOUS AND MRS. LA VONNE MC KEEHAN TO
SERVE ON GOVERNING COMMISSION OF
SPECIAL SERVICE AREA 5.

The Committee on Finance submitted the following report:

CHICAGO, August 15, 1985.

To the President and Members of the City Council:

Your Committee on Finance, to which were submitted appointments approving Mr. George Eliopulous and Mrs. LaVonne McKeehan to serve on the governing Commission of Special Service Area 5, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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.

On motion of Alderman Burke, the said proposed appointment of Mr. George Eliopulous and Mrs. LaVonne McKeehan to the governing commission of Special Service Area 5 was *Approved* by a viva voce vote.

(Continued on page 19329)

CORRECTIONS AND REVISIONS OF CDBG BUDGET RECOMMENDATIONS

702 - Year XI CDBG

Page _____

Activity Number	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
2300		DEPARTMENT OF HOUSING				
		Fair Housing Counseling				
	3008	Human Relations Officer II			1	22,
	070	Fringe Benefits		136,574		146,
	149	Other Professional and Technical Services		100,000		69,
2400		Rehabilitation Program Support				
	1939	Rehab Construction Specialist			1	25,
		Less Turnover of 25,776				
2600		Community Services Technical Assistance				
	0421	Principal Clerk	1	14,352		
	0825	Principal Stenographer			1	17,
		Less Turnover of 3,060				

(Continued from page 19327)

AUTHORITY GRANTED FOR INSTALLATION OF WATER
MAINS AT VARIOUS LOCATIONS.

The Committee on Finance submitted three proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at various locations.

On motion of Alderman Burke, the said proposed orders were *Passed* by a viva voce vote.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Lake Street between North Canal Street and 161 feet E.E.L. of North Canal Street; 210 feet of 8-inch ductile iron water main; at the total estimated cost of \$27,380.89 chargeable to the 1985 Appropriation Ordinance Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00119.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Neenah Avenue from West 59th Street to 243 feet S.S.L. of West 59th Street; 247 feet of 8-inch ductile iron water main; at the total estimated cost of \$20,118.00 chargeable to Reimbursable Funding -- Refundable Deposit Number (03560).

The above work is to be done under Order No. A-00114.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 71st Street from South Stewart Avenue to South Harvard Avenue; 330 feet of 8-inch ductile iron water main; at the total estimated cost of \$45,191.56 chargeable to the 1985 Appropriation Account Number 200-(7930).

The above work is to be done under Order No. A-00109.

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

The Committee on Finance to which had been referred (June 12 and August 7, 1985) sundry proposed ordinances and orders transmitted therewith, authorizing the issuance of

free permits, license fee exemptions and refund of various fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

On separate motions made by Alderman Burke, each of the said proposed ordinances and orders was *Passed* by a viva voce vote.

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

FREE PERMITS.

Board of Cook County Commissioners.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Board of Cook County Commissioners for remodeling the second floor of the County Building on the premises known as 118 N. Clark Street.

Said building shall be used exclusively for governmental use 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.

Chicago Lighthouse for the Blind.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Chicago Lighthouse for the Blind for the erection of an exterior elevator on the premises known as 1850 W. Roosevelt Road.

Said building shall be used exclusively for the blind 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.

*Congregation of Sons of the Immaculate Heart
of Mary of the Eastern Province.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Congregation of Sons of the Immaculate Heart of Mary of the Eastern Province, 221 W. Madison Street for the construction of a 2-story building on the premises known as 9119 S. Exchange Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Henrotin Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Henrotin Hospital, 111 W. Oak Street for remodeling Emergency Department on the premises known as Henrotin Hospital.

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.

Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern

Memorial Hospital, Superior Street and Fairbanks Court for remodeling work at the 333 E. Superior Street Building- 2nd floor cafeteria on the premises known as E. Superior Street and Fairbanks Court.

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.

Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital, for remodeling on the premises known as 710 N. Fairbanks Court (Olson H.S.B.). 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.

Augustana Hospital.

Be It Ordained by the City of 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 Augustana Hospital for remodeling the 3-West patient care area, construction of a Physical Therapy Department, and a Coffee/Gift Shop on the premises known as 2035 N. Lincoln Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Our Lady of Mount Carmel Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Our Lady of Mount Carmel Church 690 W. Belmont Avenue for construction of a utility shed on the premises known as 736 W. Belmont Avenue.

Said building shall be used exclusively for storage 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.

Saint Joseph Hospital.

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

SECTION 1. That the annual fee for license as a Fuel Oil Storer, as provided in Section 172-20.3 of the Municipal Code of Chicago, is hereby waived and Saint Joseph Hospital, 2900 N. Lake Shore Drive, is hereby exempted from the payment of such license fee for the current year 1985.

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

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 centers which are not operated for gain but where a charge is made for the care of children are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1986:

Church of the Good Shepherd Day Care Center
57th Street at S. Prairie Avenue

Saint Paul Church of God in Christ Day Care Center
4528 S. Wabash Avenue

Grace Church Pre-school
5954 S. Albany Avenue

Montessori Varnas Day Care Center
3038 W. 50th Street

Accounters Community Center
1155 W. 81st Street

Emanuel Christian Institute Day Care Center
7101 S. Union Avenue

Zion Hill Child Development Center
1460 W. 78th Street

Chase House, Incorporated/Dearborn Park Pre-school
211 S. Ashland Boulevard

Ravenswood Baptist Church
4435 N. Seeley Avenue

Rogers Park Childrens Learning Center
1545 W. Morse Avenue.

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

REFUND OF FEES.

*Congregation of Sons of the Immaculate Heart of Mary of
the Eastern Province.*

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$3,334.80 to the Congregation of Sons of the Immaculate Heart of Mary of the Eastern Province, 221 W. Madison Street, representing payment of fee for Permit B-653937 for the construction of a 2-story building at 9119 S. Exchange Avenue.

Grace Church Pre-school and Day Care Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund Day Care License Fee in the amount of \$85.00 to Grace Church Pre- school and Day Care Center, 5954 S. Albany Avenue.

Casa Central.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$1,360.00 to the Casa Central (nursing home), 1401 N. California Avenue, representing payment of license fee for the year 1983.

Casa Central.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$1,360.00 to the Casa Central (nursing home), 1401 N. California Avenue, representing payment of license fee for the year 1984.

Casa Central.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$1,360.00 to the Casa Central (nursing home), 1401 N. California Avenue, representing payment of license fee for the year 1985.

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 August 7, 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 proposed substitute 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
LaRabida Children's Hospital and Research Center 6500 South Promontory Drive	B4-500005	\$23.00
	B4-500006 (Bldg. Insp.)	46.00
Schwab Rehabilitation Center 1401 South California Avenue	B4-500159 (Bldg. Insp.)	57.50

Name and Address	Warrant Number and Type of Inspection	Amount
Norwood Park Home	B4-500071	\$46.00
6016 North Neenah Avenue	B4-500072 (Bldg. Insp.)	46.00
Chicago Service Work and Rehabilitation Center	B1-505470	34.50
(sundry locations)	B1-505471	23.00
	B1-505472	34.50
	B1-505473 (Bldg. Insp.)	34.50
Northwest Home for the Aged	B4-500300	46.00
6300 North California Avenue	(Bldg. Insp.)	
Society of Danube Swabians	B2-560071	22.00
4219 North Lincoln Avenue	(Rev. door)	
Church Home	F2-400089	10.00
5445 South Ingleside Avenue	(Fire alarm)	
Jane Smith and Martha Washington Home	F2-500135	10.00
2340 West 113th Place	(Fire alarm)	
Galewood Community Church	D3-586357	165.00
1776 North Narragansett Avenue	(Parking sign)	
Norwegian Old Peoples Home	D3-586331	40.00
6016 North Neenah Avenue	(Parking sign)	
Augustana Hospital	D3-586505	1,165.00
411 West Dickens Avenue	(Parking sign)	
Chicago Service Work and Rehabilitation Center	R1-503675	50.00
2032 North Clybourn Avenue	(Driveway)	
Guardian Angel Nursery	1 Kewannee-Fire	30.00
4600 South McDowell Avenue	Tube Boiler	
Saint Mary of Nazareth	2 Murray-Water	30.00
2233 West Division Street	Tube Boiler	

Name and Address	Warrant Number and Type of Inspection	Amount
Augustana Hospital 2035 North Lincoln Avenue	1 Water Tube Boiler	\$30.00

On motion of Alderman Burke, the foregoing proposed substitute order was *Passed* by a viva voce vote.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY
LIGHTS AT SUNDRY LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized to install an alley light at the rear of the premises at 1331 N. Mayfield Avenue (alley between Mayfield and Mason).

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 4405 N. Racine Avenue.

On motion of Alderman Burke, the foregoing proposed orders were *Passed* by a viva voce vote.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE
FEE FOR SPECIAL POLICEMEN EMPLOYED BY CERTAIN
NOT-FOR-PROFIT INSTITUTIONS.

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

Illinois Institute of Technology -- I.I.T. Center

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institutions employs 40 Special Police and shall pay a fee of \$10.00 per license for the year 1985:

Illinois Institute of Technology--I.I.T. Center.

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

New Faith M. B. Church.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 5 Special Police and shall pay a fee of \$10.00 per license for the year 1985:

New Faith M. B. Church
8400 South Halsted Street
Chicago, Illinois 60620.

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

On motion of Alderman Burke, the foregoing proposed ordinances were *Passed* by a viva voce vote.

*Placed on File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.*

The Committee on Finance submitted a report recommending that the City Council *Place on File* two applications for City of Chicago charitable solicitation (Tag Day) permits for:

Provident Medical Center, Friday, September 27, 1985;

Muscular Dystrophy Association, Monday, September 2, 1985 (Addison at California, Campbell and Central).

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said applications were *Placed on File*.

*Action Deferred -- EXECUTION OF MULTI-FAMILY REHABILITATION
LOAN WITH RESCORP FOR SCATTERED SITE REDEVELOPMENT.*

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

CHICAGO, August 15, 1985.

To the President and Members of the City Council

Your Committee on Finance, to which was referred an ordinance authorizing the execution of one (1) Multi-Family Rehabilitation Loan with RESCORP for scattered site redevelopment within the 4th Ward of the City of Chicago, in the amount of \$3,610,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

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

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

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

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of \$10,679,900 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed \$3,000,000 in Year X Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program (the "Multi Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, said Multi Program administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of a low interest rehabilitation loan in the amount of \$3,610,000, for a scattered site development sponsored by RESCORP, said loans to be funded in part with Rental Rehabilitation Program funds and in part with Multi Programs funds where said funds, when loaned, will leverage an additional \$3,790,000 in private investment for the rehabilitation of 150 dwelling units, and wherein said loan is in excess of \$75,000; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the "Substitute Ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant

Entitlement to the U.S. Department of Housing and Urban Development for the Year X", wherein said technical amendments require, in part, that any loans in the amount of \$75,000 or more funded, in whole, or by 25% or more with Year X Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner or First Deputy Commissioner of the Department of Housing are each hereby authorized to issue a final commitment to RESCORP in the amount of \$3,610,000.

SECTION 2. The aforesaid Commissioners each are hereby authorized to enter into, negotiate and execute such agreements, documents, notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the Multi Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Action Deferred -- ISSUANCE OF GENERAL OBLIGATION BONDS,
SERIES 1985, AND FOR LEVY AND COLLECTION OF
DIRECT ANNUAL TAX TO PAY PRINCIPAL AND
INTEREST ON SAME.

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

CHICAGO, August 15, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was transmitted an ordinance providing for the issuance of General Obligation Bonds, Series 1985, and for the levy and collection of a direct annual tax sufficient to pay the principal and interest on the bonds, in the amount of \$185,000,000 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass*, as amended, the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

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

WHEREAS, It is deemed to be necessary and advisable that the City borrow in order to provide funds to pay the cost of capital projects and improvements more fully described in Exhibit A hereto (the "Project"); and

WHEREAS, The City has determined that it is advisable and necessary at this time to borrow the sum necessary for the purposes of (i) paying the cost of capital projects and improvements referred to hereinabove, (ii) capitalizing certain interest on the General Obligation Bonds, Project Series of 1985 (the "Project Bonds") herein authorized and (iii) paying the expenses of issuing to issue such Project Bonds, such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore.

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

SECTION 1. The City Council, after a public hearing heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice having been given thereof, and in accordance with the findings and recommendations of such Committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. There shall be borrowed on the credit of and for and on behalf the City the sum of not to exceed \$185,000,000 for the Project purposes aforesaid; that Project Bonds of the City shall be issued in said amount and shall be designated, dated, of denominations, mature, in such form or forms, be subject to redemption and bear interest as provided in a trust indenture hereby authorized to be entered into between the City and a trustee designated therein, such indenture to contain, among other things, terms as to such Project Bonds substantially in accordance with the terms set forth in Exhibit B hereto.

SECTION 3. Each Project Bond shall be a direct and general obligation of the City for the payment of which (as to principal, interest and redemption premium, if any) the City pledges its full faith and credit. Each Project Bond shall be payable (as to principal, interest and redemption premium, if any) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the taxes levied pursuant to Section 4 hereof.

SECTION 4. For the purpose of providing the funds required to pay the principal of and interest on the Project Bonds promptly as the same become due and to pay certain recurring fees pertaining to the security for or the remarketing of the Project Bonds, there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

For the Year	A Tax Sufficient to Produce the Sum of:
1985	\$15,710,000 for interest and fees up to January 1, 1987
1986	\$15,710,000
1987	\$18,655,000
1988	\$18,655,000
1989	\$18,655,000
1990	\$18,655,000
1991	\$18,655,000
1992	\$18,655,000
1993	\$18,655,000
1994	\$18,655,000
1995	\$18,655,000
1996	\$18,655,000
1997	\$18,655,000
1998	\$18,655,000
1999	\$18,655,000
2000	\$18,655,000
2001	\$18,655,000
2002	\$18,655,000
2003	\$18,655,000
2004	\$18,655,000
2005	\$18,655,000
2006	\$18,655,000
2007	\$18,655,000
2008	\$18,655,000

SECTION 5. The City shall appropriate amounts sufficient to pay principal of and interest on the Project Bonds and the recurring fees pertaining to the security for or the remarketing of the Project Bonds for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

The term "Pledged Taxes" shall mean the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Project Bonds, and shall include a sum deposited with the Escrow Agent by the Comptroller for the purpose of paying principal of and interest on the Project Bonds, which, together with the accrued interest received, will be deposited in the Escrow Account, if established, pursuant to Section 6 hereof.

SECTION 6. The City Comptroller is authorized to establish a special escrow account, if determined to be necessary in connection with the sale of such Project Bonds, separate and segregated from all other funds and accounts of the City, (the "Project Bonds Escrow Account"), said Escrow Account to be maintained with a bank or trust company in the City of Chicago, Illinois, to be designated as escrow agent (the "Project Bonds Escrow Agent"), pursuant to an agreement (the "Escrow Agreement") between the City and the Project Bonds Escrow Agent. If such Escrow Account is created, the City Treasurer is hereby ordered and directed to deposit proceeds of the taxes levied pursuant to Section 4 hereof and other moneys into such Escrow Account in accordance with the terms of such Escrow Agreement.

In lieu of the proceeds of such taxes being deposited with the City Treasurer, such Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties to deposit the proceeds of such taxes, or the portion thereof required to pay the principal of and interest on such Project Bonds, directly into the Escrow Account, if any such Account has been created.

In the event that proceeds of the taxes levied pursuant to Section 4 are not available in time to make any payments of principal of or interest on the Project Bonds or the fees therein referred to when due, then the fiscal officers of the City are hereby directed to make such payments in accordance with the Escrow Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such taxes and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Project Bonds as the same become due.

SECTION 7. A copy of this ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 1985 to and including 2008, to extend the taxes levied pursuant to Section 4 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

A copy of this Ordinance, duly certified by the City Clerk, shall also be filed with the Project Bonds Escrow Agent, if any, the Bond Registrar and, if the County Collectors of Cook and DuPage Counties are authorized to deposit the proceeds of the taxes levied pursuant to Section 4 hereof directly with the Escrow Agent pursuant to Section 6 hereof, with such County Collectors.

SECTION 8. The Project Bonds shall be sold and delivered subject to the terms and conditions of a contract of purchase related thereto. The Project Bonds shall be initially sold by the City Comptroller with the concurrence of the Chairman of the Committee on Finance of the City Council.

The Mayor and City Comptroller are hereby authorized to execute and deliver a contract of purchase with respect to the Project Bonds as they shall deem appropriate on behalf of

the City. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth the name of the purchaser or purchasers of the Project Bonds, the terms of the sale, the date of the Project Bonds, the principal amount of Project Bonds maturing and mandatorily redeemable in each year, the provisions for the determination of the interest rates on the Project Bonds and the optional redemption provisions pertaining to the Project Bonds.

In the event that in any year the amount of the taxes levied and collected pursuant to Section 4 hereof is in excess of the amount necessary to pay the principal of and interest on the Project Bonds to be paid from such levied taxes, such excess taxes may be used for (i) the abatement of taxes in a succeeding year or years, (ii) the redemption of Project Bonds or (iii) any lawful corporate purpose of the City.

The Mayor and City Comptroller are hereby authorized to execute and deliver such disclosure documents with respect to the Project Bonds as they shall deem appropriate on behalf of the City.

The proceeds from the sale of the Bonds shall be used as follows:

- (a) For paying the costs of the capital projects and improvements designated in Exhibit A hereto.
- (b) The sum sufficient, together with the accrued interest received, for the payment of the interest maturing on the Project Bonds through January 1, 1986.
- (c) For payment of the costs of issuance, including but not limited to, costs incurred pursuant to the authorizations contained in Sections 9 to 12, inclusive, hereof.

SECTION 9. The Mayor, City Clerk or Comptroller are hereby authorized to execute and deliver on behalf of the City a remarketing agreement pertaining to the Project Bonds with a remarketing agent to be designated therein.

SECTION 10. The Mayor, City Clerk or Comptroller are hereby authorized to execute and deliver on behalf of the City a reimbursement agreement and promissory note, in connection with a letter of credit to be obtained with respect to the Project Bonds. Such promissory note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources.

SECTION 11. The Comptroller is hereby authorized to obtain a policy of bond insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Project Bonds.

SECTION 12. The Comptroller is hereby authorized to obtain a contract with an insurance company or bank in connection with the marketing of the Project Bonds to limit the net interest to be paid by the City on the Project Bonds, if it is determined by him to be desirable in connection with the marketing and remarketing of the Bonds.

SECTION 13. The City covenants that it will take no action in the investment of the proceeds of the Project Bonds which would result in making the interest payable on any of

the Project Bonds subject to federal income taxes by reason of the Project Bonds being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue of 1954, as amended.

SECTION 14. This Ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance and the Project Bonds.

SECTION 15. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Project Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance and any instrument, certificate or document required thereby. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 16. If requested by a bond registrar, paying agent or trustee in connection with the Project Bonds, the Mayor, City Comptroller and City Clerk are authorized to execute the standard form of agreement between the City and such bond registrar, paying agent or trustee with respect to the obligations and duties thereof.

SECTION 17. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

[Exhibits attached to this ordinance are printed on pages
19346 through 19444 of this Journal.]

EXH.B17 B

SUMMARY OF INTEREST MODESIntroduction: Table Describing Modes

The Bonds are subject to various "Interest Modes" which are periods of time relating to the frequency with which the interest rate on the Bonds is determined, the interest is paid and the Bonds are subject to mandatory and optional payment. Set forth below is a summary of the various options of the Comptroller (on behalf of the City) with respect to the Interest Modes and the resulting frequency of interest payment, the interest accrual method and other information with respect to the various modes. The Table sets forth criteria which are expected to pertain to the Bonds; general market conditions, however, may require certain adjustments to such criteria. The Comptroller shall be authorized to make any and all such adjustments in connection with the marketing of the Bonds.

Weekly Mode

Tender Option: Seven Day Tender with Weekly Interest Rate Reset

Frequency of Interest Payment: Monthly

Interest Accrual Method: First Business Day of the month through the day before the first Business Day of the following month; except when changing to another mode or to a fixed rate, then first Business Day of month through last Business Day of the month.

Interest Calculation Method: Actual over 365 or 366 days.

Record Date: The Business Day preceding the Interest Payment Date.

Tender Period: On demand upon 7 day's notice

Remarketing Period: Not Applicable

Rate Setting Announced: Rate announced Wednesday (or, if that is not a Business Day, then the next Business Day) of each week, effective on such day.

Authorized Denominations: \$100,000 and integral multiples thereof.

Method of Payment: Immediately available funds in New York City.

Monthly Mode

Tender Option: Seven day Tender with monthly Interest Rate Reset

Frequency of Interest Payment: Monthly

Interest Accrual Method: First day of the month through the last day of the month.

Interest Calculation Method: Actual over 365 or 366 days.

Record Date: The Business Day preceding the Interest Payment Date.

Tender Period: On demand on 7 days' notice.

Remarketing Period: To the 1st day preceding the next Interest Payment Date.

Rate Setting Announced: Not later than the day preceding the next Interest Payment Date, effective on the Interest Payment Date.

Authorized Denominations: \$100,000 and integral multiples thereof.

Method of Payment: Immediately available funds in New York City.

Semiannual Mode

Tender Option: Semiannual Tender with Semiannual Interest Rate Reset

Frequency of Interest Payment: Semiannual

Interest Accrual Method: First day of the month through the last day of the month which ends the semiannual period.

Interest Calculation Method: 360 day year, 30 day months.

Record Date: 15th day (whether or not an Interest Payment Date) of the month preceding each Interest Payment Date.

Notice to Bondholders of Minimum Rate: Not less than 5 Business Days prior to the end of the Tender Period.

Tender Period: Not later than the 15th day preceding the next Interest Payment Date.

Remarketing Period: To the 1st day preceding the next Interest Payment Date.

Rate Setting Announced: Not later than the day preceding the next Interest Payment Date, effective on the Interest Payment Date.

Authorized Denominations: \$5,000 and any integral multiple thereof.

Method of Payment: Clearing house funds.

Annual Mode

Tender Option: Annual Tender with Annual Interest Rate Reset, unless the Interest Rate is set for more than one year in which case such rates may be set in integral multiples of one year and tenders may be made with respect to such multiple-year Rate Adjustment Date.

Rate Setting Announced: Not later than the day preceding the next Rate Adjustment Date (each year or in integral multiples thereof).

[All other applicable terms are anticipated to be the same as the terms of the Semi-annual Mode]

Fixed Mode

Tender Option: No options to tender or reset interest rate; this mode runs to the maturity of the Bonds.

Frequency of Interest Payment: Semiannually

Interest Accrual Methods: First day of the month through the last day of the month which ends the semiannual period.

Rate Setting Announced: Not later than the day preceding the assumed Rate Determination Date at which the Fixed Mode would commence.

[All other applicable terms are anticipated to be the same as the terms of the Semi-annual Mode]

Interest Payments on the Bonds.

(a) Interest Rate During Weekly Mode. For a Weekly Mode the interest rate for the Bonds shall be determined in the following manner. At or before 2:00 P.M., New York City time, on each Rate Determination Date for such Weekly Mode, the Comptroller shall determine the interest rate which the Bonds should bear during such Weekly Mode. The interest rate so determined shall be effective on the next Rate Adjustment Date or, if the Rate Determination Date and the Rate Adjustment Date shall be the same day, then on such day. Within seven (7) Business Days after each Interest Payment Date for such Weekly Mode, the Comptroller or his agent shall mail to each Bondholder a written statement showing the interest rate(s) during the Interest Period relating to such Interest Payment Date.

(b) Interest Rates During Other Interest Modes. For each Interest Mode other than a Weekly Mode, the interest rate for the Bonds shall be determined in the following manner. Not less than twenty (20) days before each Rate Adjustment Date, the Indexing Agent shall determine the minimum interest rate which the Bonds would bear if such Rate Adjustment Date were the next day. The interest rate so determined shall be the Minimum Rate for such Rate Adjustment Date. The Comptroller or his agent shall promptly mail to each Bondholder written notice stating (i) the Interest Mode that will be in effect on the next Rate Adjustment Date, (ii) the Minimum Rate for such Rate Adjustment Date, (iii) the Rate Determination Date and Rate Adjustment Date, (iv) that the interest rate on the Bonds beginning on such Rate Adjustment Date will not be less than the Minimum Rate, and (v) that within seven (7) Business Days after the Rate Determination Date notice of the interest rate determined on that date will be mailed to each Bondholder. On the Rate Determination Date the Comptroller shall determine the interest rate which the Bonds shall bear for such Interest Mode, in no event less than the Minimum Rate, effective on the Rate Adjustment Date. Within seven (7) Business Days after such Rate Determination Date, the Comptroller or his agent shall mail to all Bondholders written notice of the interest rate so determined. At any time following a Rate Adjustment Date, the Comptroller may increase, but not decrease, the interest rate on the Bonds to such rate (but not above such rate) as, in the opinion of the Comptroller is necessary to remarket at par any unremarketed Bonds. Within seven (7) Business Days after such increase, the Comptroller or his agent shall mail to each Bondholder written notice of the increased interest rate.

(c) Determination of Interest Rate By Comptroller. The interest rate to be determined by the Comptroller on each Rate Determination Date shall be that interest rate which, if borne by the Bonds throughout the following Interest Mode, would result in the market value of the Bonds on the Rate Adjustment Date being equal to 100% of their principal amount if the Bonds were subject to the tender provisions applicable to the Bonds on and after such Rate Adjustment Date. In determining such interest rate, the Comptroller shall have due regard for general financial conditions and such other conditions as, in the judgment of the Comptroller, have a bearing on the interest rate on the Bonds.

Changes in Interest Modes.

(a) Initial Use of Weekly Mode. The Bonds shall initially be deemed to be in a Weekly Mode. The Comptroller may, from time to time, except during a Fixed Mode, designate for the Bonds a different Interest Mode than the Interest Mode then in effect.

(b) Designation of a New Interest Mode. In order to designate a new Interest Mode for the Bonds, the Comptroller shall provide written notice (an "Interest Mode Adjustment Notice") to all interested parties stating: (i) the date of the Interest Mode Adjustment Date, which date shall be at least forty-five (45) days, in the case of a change to a Semiannual Mode, Annual Mode or Fixed Mode, and forty-five (45) days, in the case of a change to a Weekly Mode or Monthly Mode, after the date on which the Interest Mode Adjustment Notice is delivered to or received by such parties and shall be the first day of an Interest Period; (ii) the type of Interest Mode that will be effective on such Interest Mode Adjustment Date and, if an Annual Mode, the length thereof.

(c) The Bonds shall be subject to Conversion to a Fixed Mode in whole or in part.

Redemption Terms for the Bonds.

(a) Optional Redemptions of Bonds other than during Annual or Fixed Mode. Bonds are subject to redemption in whole or in part, during any Interest Mode other than an Annual Mode or Fixed Mode, on any Rate Adjustment Date or any Interest Payment Date, at the direction of the Comptroller at a redemption price equal to 100% of the principal amount of such Bonds. Such written notice must be delivered by the Comptroller, or the agent thereof, to all interested parties no less than forty-five days prior to the date on which such Bonds are to be redeemed.

(b) Optional Redemption of Bonds during Annual Mode. Bonds are subject to redemption in whole or in part during any Annual Mode at the direction of the Comptroller, on any Rate Adjustment Date after a period of one (1) year at a redemption price of 100% of the principal amount of such Bonds upon delivery by the Comptroller, or the agent thereof, to all interested parties not less than forty-five days prior to the date on which such Bonds are to be redeemed.

(c) Optional Redemptions of Bonds during Fixed Mode. Bonds are subject to redemption in whole or in part during any Fixed Mode at the direction of the Comptroller, on any Rate Adjustment Date or any Interest Payment Date after the period referred to below under the heading "Call Protection" upon delivery by the Comptroller, or the agent thereof, to all interested parties not less than forty-five days prior to such redemption date of a written direction from the City stating that the City intends to exercise its option to effect redemption of such Bonds as follows:

<u>Length of Period from Conversion Date to Maturity Date Expressed in Years)</u>	<u>Redemption Prices as a Percentage of Principal Amount (measured from and including first day of such Interest Mode*)</u>	<u>Call Protection**</u>
greater than 15	after 10 years at 103%, declining 1/2% per 6 months	10 years
less than or equal to 15 and greater than 10	after 5 years at 102%, declining 1/2% per 6 months	5 years
less than or equal to 10 and greater than 7	after 3 years at 101-1/2%, declining 1/2% per 6 months	3 years
less than or equal to 7 and greater than 4	after 2 years at 101%, declining 1/2% per 6 months	2 years
less than or equal to 4 and greater than 3	after 2 years at 100-1/2%, declining 1/2% per 6 months	2 years
less than or equal to 3 and greater than 2	after 1 year at 100-1/2%, declining 1/2% per 6 months	1 year
less than or equal to 2 and greater than 1	after 1 year at 100%	1 year

* Periods measured from the applicable Rate Adjustment Date and ending on the day prior to each semi-annual anniversary thereof.

** Length of time (measured from the applicable Rate Adjustment Date) before Bonds may be called for redemption.

(d) Mandatory Sinking Fund Redemption of Bonds. Mandatory Sinking Fund redemption terms for the Bonds will be furnished by the Comptroller at the time of the bond issuance.

(e) Other Redemption Provisions. Provision will be made in the Indenture pertaining to the Bonds for Bondholders to receive notice of redemptions other than sinking fund redemptions. Interest on the Bonds will cease to accrue on the redemption date of each Bond to be redeemed.

Mandatory Tender of Bonds on Interest Mode Adjustment Dates.

The Bonds are subject to mandatory tender and purchase in whole on each Interest Mode Adjustment Date.

Undelivered Bonds will be deemed to have been tendered to and purchased by the Tender Agent, and interest accruing on the Bonds after such Purchase Date shall no longer be payable to the former Owners of the Bonds. Amounts payable on such Interest Mode Adjustment Date shall be paid to the Owners of such Bonds as of the Interest Mode Adjustment Date in the same manner as if such Bonds had not been purchased by the Tender Agent or the Trustee.

Payment for Tendered Bonds.

Each Owner of any Bonds which are to be tendered on the Interest Payment Date immediately preceding the expiration of the Letter of Credit or on Interest Mode Adjustment Dates shall be entitled to receive the proceeds of such tender by delivering such Bonds (with an appropriate transfer of registration form executed in blank) to the principal office of the Tender Agent (Attention: _____); provided that in order to receive payment on the date on which such Bonds are to be tendered, such delivery must be made at any time prior to 1:00 p.m., New York City time, on the date scheduled for tender. Owners of Bonds that are delivered to such Principal Office of Tender Agent at any time after 1:00 p.m., New York City time, on such date scheduled for redemption shall not be entitled to receive payment from the Trustee or the Tender Agent of the Purchase Price until the Business Day next following the date of delivery of such Bonds.

Optional Tender of Bonds During Weekly or Monthly Mode.

During any Weekly or Monthly Mode, Bonds are subject to tender, on the demand of the Owner thereof, if such Owner delivers to the Tender Agent at its principal office on any Business Day at least seven (7) days prior to the Business Day on which such Bond is to be tendered and purchased, a properly completed Bondholder Election Notice. Such Bondholder Election Notice, once transmitted shall be irrevocable with respect to tender for which such Bondholder Election Notice was delivered and such tender shall occur on the Business Day specified in such Bondholder Election Notice. Each Owner of any Bonds which are to be so tendered shall be entitled to receive the Purchase Price by delivering such Bonds (with an appropriate transfer of registration form executed in blank) to the Principal Office of the Tender Agent (Attention: _____); provided that in order to receive payment on the date on which such Bonds are to be tendered, such delivery must be made at any time prior to 1:00 p.m., New York City time, on the date scheduled for tender. Owners of Bonds that are delivered to such Principal Office of the Tender Agent at any time after 1:00 p.m., New York City time, on such date scheduled for tender shall not be entitled to receive payment from the Tender Agent of the proceeds of such tender until the Business Day next following the date of delivery of such Bonds.

Optional Tender with respect to Other Interest Modes.

Bonds are subject to tender, on the demand of the Owner thereof, on any Rate Adjustment Date which is not an Interest Mode Adjustment Date, upon delivery to the Tender Agent at its principal office (Attention: _____) not later than the close of business on the fifteenth day next preceding any such Rate Adjustment Date, of a Bondholder Election Notice, and such Bond (with an appropriate transfer of registration form executed in blank). Any such notice delivered in accordance with the foregoing sentence shall be irrevocable with respect to the tender for which such notice was delivered and such tender shall occur on the Rate Adjustment Date specified in such notice. This provision shall not apply if the Bonds are in a Weekly Mode, a Monthly Mode or a Fixed Mode.

Investment Companies.

Any Owner which identifies itself as an Investment Company, in lieu of delivering any notice pertaining to a tender to the Tender Agent as described above, may elect to deliver such notice to the Trustee. In addition, in order to receive payment of the Purchase Price on the Purchase Date, an Investment Company may, in lieu of delivering Bonds to the Tender Agent, deliver such Bonds to the Trustee. An Investment Company may deliver its Bonds to the Tender Agent on the Purchase Date if it irrevocably notifies the Tender Agent during the period ending fifteen (15) days prior to such Purchase Date that it will deliver such Bonds on such Purchase Date. Any such notice delivered in accordance with the foregoing sentence shall be irrevocable with respect to the purchase for which such notice was delivered and such purchase shall occur on the Purchase Date.

In respect of any Bonds in any Semiannual Mode or Annual Mode, the Remarketing Agent will, at the request of any Owner which identifies itself as an Investment Company, give notice to the Trustee and the Tender Agent on the day of the sale of such Bonds to such Investment Company which describes such Bonds and which notifies the Trustee and the Tender Agent that such Bonds shall be tendered on the next succeeding Purchase Date without the requirement for any additional notice. Such notice shall be irrevocable and shall be accompanied by an appropriate transfer of registration form executed in blank to the Tender Agent, or at the election of such Investment Company, to the Trustee.

1985 GENERAL OBLIGATION BOND PROGRAM DETAIL

<u>Program/Project</u>	<u>1985 G.O. Amount</u>
Economic Development	
Navy Pier Renovation	\$ 15,000,000
Fire	
Renovation - Engine 46 - 3127 E. 93rd	600,000
Roof replacement - various facilities	350,000
Subtotal - Fire	<u>950,000</u>
Municipal Office Buildings	
City Hall Main Electrical Service Renovation	275,000
Exterior Stonework	825,000
N/S Elevator Replacement	500,000
Other Facilities Renovation	700,000
Central Office Building 320 N. Clark	150,000
Health Center Site Improvements	448,000
Hild Building Renovation	3,000,000
Handicapped Access to Public Buildings	1,000,000
Kelly Branch	1,200,000
Black Metropolis	<u>1,500,000</u>
Subtotal - Municipal Office Buildings	<u>9,598,000</u>
Neighborhood Infrastructure	
Lighting:	
Group Replace 50,000 Street and Alley Lights	1,000,000
Replacement of Obsolete Lane Control Signals	50,000
Replacement of Rusted Street Light Poles	1,400,000
Replacement of Trolley Poles	350,000
Installation/Replacement Traffic Signals	5,000,000
Streets and Sidewalks:	
Alley Construction Citywide	1,300,000
New Street Construction Various Locations	22,751,500
Residential Street Resurfacing Citywide	40,560,000
Vaulted Sidewalk Reconstruction	11,100,000
50/50 Sidewalk Program	3,000,000
Industrial Street/Business Area Projects	14,775,000
Viaduct Repair/Reconstruction	2,104,500
Centerline Drainage	2,000,000
Lakefront Protection	<u>200,000</u>
Subtotal - Neighborhood Infrastructure	<u>105,591,000</u>

Police

Computer Room Expansion - 1121 S. State	200,000
Land Acquisition Vicinity of Maxwell Morgan	140,000
Pistol Range Renovations Areas 1, 4 & 6	<u>600,000</u>

Subtotal - Police	<u>940,000</u>
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Sewer System

Berywn System (East)	3,328,000
Blackhawk St. S-0	50,000
Clarendon 2	465,000
Edgewater 1	2,600,000
Hyde Park - Kenwood 4	3,000,000
Misc. City Wide Replacement	500,000
Normal Ave. 5	260,000
South Lawndale 1	2,964,000
Woodlawn 1	644,000
Advance Design	250,000
Dearborn Park 2	1,500,000
North District Facility	250,000
Additional City-wide Replacement	<u>12,145,000</u>

Subtotal - Sewer System*	<u>27,976,000</u>
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Solid Waste Disposal

Northwest Incinerator - Major Condenser Mod.	1,500,000
Northwest Incinerator - 2 Turbo Generators	1,900,000
Northwest Incinerator Lower/Upper Pit Wall	900,000
Waste Disposal Feasibility	<u>100,000</u>

Subtotal - Solid Waste Disposal	<u>4,400,000</u>
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Streets and Sanitation Operating Facilities

Electrical Services Facilities Renovations	375,000
Forestry South Central Facility	610,000
Purchase of 5525 S. Western	700,000
Equipment Repair Facility	<u>400,000</u>

Subtotal - Sts/San Operating Facilities	<u>2,085,000</u>
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TOTAL - 1985 General Obligation Bonds	<u>\$ 166,540,000</u>
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*It is anticipated that the money received from the sale of the bonds shall be used to provide funds for all or part of the sewer projects listed; provided, however, that the Commissioner of the Department of Sewers of the City shall have the right, if it becomes necessary from time to time, and subject to the approval of the Comptroller and the Budget Director of the City, to revise the list of improvements, to change priorities, to revise cost allocations among improvements, and to make substitutions in order to meet current needs of the City and to provide for the efficient operation of the System.

<u>WARD</u>	<u>ADDITION</u>	
1	\$ 600,000	Vaulted: 18th Place, Loomis and Throop
2	300,000	Viaduct: ICG/38th-39th
	300,000	Sewer: Indiana/41st-42nd
	1,500,000	Black Metropolis
3	575,000	Sewer: Michigan/55th-57th
	1,200,000	Library: Kelly Branch
4	125,000	Commercial Area Development - 47th Street
5	400,000	Viaduct: Lake Park/ICG, etc.
	300,000	Sewers: Kenwood - Hyde Park 4
6	300,000	Sewer: Indiana/86th-87th
	300,000	Sewer: Indiana/87th-88th
	300,000	Sewer: Indiana/88th-89th
7	350,000	Bus. Area Imp.: 79th/Marquette-Exchange
8	900,000	Sewer: 89th & Greenwood/89th-91st
	350,000	Industrial Street: Dobson/87th -89th St.
9	330,000	Sewer: 107th/Wabash-Wentworth
	350,000	Bus. Area Imp.: 113th/Michigan
	448,000	Health Center Site Imp: 200 East 115th St. .
	125,000	WPA: Wentworth/125th - 127th
10	1,125,000	WPA: 108th St/Ewing to State Line Rd. 130th St./Saginaw to Baltimore E. 109th St./Ewing to Avenue "D"
11	300,000	Bus. Area Imp.: Morgan/31st-35th St. (\$100,000) Halsted/31st-36th St. (100,000) 35th/Wentworth-Halsted (\$100,000)
12	2,000,000	WPA Streets: Drake - 4300 So. - 4700 So. 43rd St. - Kedzie to Drake 44th St. - Spaulding to Drake 45th St. - Homan to Drake 46th St. - Kedzie to Homan Christiana - 4700 So. to 4540 So.

<u>WARD</u>	<u>ADDITION</u>	
16	450,000	Sewer: 68th/Loomis-Justine
	300,000	Sewer: 63rd/Ashland-Lafkin
	500,000	Bus. Area Imp.: 63rd Street
17	100,000	Viaduct: Wallace/69th-71st
	300,000	Sewer: 70th/Union-Wallace
	200,000	Sewer: 77th/Racine-Throop
19	150,000	Bus. Area Imp.: 95th/Damen to Leavitt
20	300,000	Sewer: 65th/Minerva-Greenwood
21	300,000	Sewer: 90th/Wallace-Normal
24	200,000	Industrial St: Holman/Pops.-Polk
	300,000	Bus. Area Imp.: North/Kedzie
	804,500	Viaduct Clearance: -
		4600 W. 16th St.
	780,000	Residential Street Resurfacing
26	1,500,000	Vaulted: W. Thomas, 1400-1500 Blocks
		1500 Block on W. Haddon
27	300,000	Madison Resurfacing
	600,000	Warren Resurfacing
28	400,000	Bus. Area Imp.: Pulaski/Wilcox
	300,000	Sewer: Madison/Kilbourn-Kenton
	500,000	Viaduct: 4500 W. Wilcox
	600,000	Sewer: 4200 W. Wilcox, 400 N. Lawndale
29	300,000	Sewer: West End/Menard/Mayfield
	600,000	Sewer: Division/Menard/Waller, etc.
31	1,800,000	Bus. Area Imp.: North Ave, Kedzie to
		Central Park
		Armitage, Kedzie to
		Central Park
32	1,000,000	Vaulted: 1200 No. Bosworth
		1300 No. Bosworth

<u>WARD</u>	<u>ADDITION</u>		
33	780,000	Sewer:	Grace St., No. Branch to Troy; Troy, from Grace to Addison
34	330,000	Sewer:	107th/Wabash-Wentworth
	300,000	Sewer:	106th Pl./Wentworth-Perry
	600,000	Sewer:	Normal, Roseland
36	250,000	WPA:	Sayre, School to Cornelia
41	1,500,000	WPA:	Neenah/Higgins to Foster Newcastle/5300 Block Oak Park Ave/5300 Block Seminole/Merrimac-Mobile, Melvina-Mobile Peterson/Mobile-Nagle Normandy/Foster-Berwyn Peterson/Milwaukee-Melvina Mont Clare/Gregory-Higgins Nordica/5300 Block Nordica/5400 Block Summerdale/6900 Block Gregory/Overhill-Ozanam Gregory/Ozanam-Canfield Foster/N. East River-Follway (No. side) Mont Clare/Higgins to Balmoral Ozanam/Olive-Seminole Rascher/Overhill-Ozanam Rascher/Ozanam-Canfield Nottingham/Higgins-Balmoral Neva/Higgins-Gregory Mont Clare/Balmoral-Summerdale Gregory/Oriole-Overhill Oriole/Bryn Mawr-Higgins Berwyn/Nordica-Newland Monon/Sioux-Ionia Ottawa/Ardmore-Higgins (east side) Seminole/Melvina-Merrimac N. Tahoma/N. Central to Minnihaha Normandy/Gregory-Rascher Peterson/Mulligan-Nagle Natchez/5400 Block W. Catalpa-W. Balmoral

<u>WARD</u>	<u>ADDITION</u>	
43	300,000	Sewer: Lincoln/Altgeld to alley So. of Wrightwood
	600,000	Sewer: Wisconsin/Sedgwick-Cleveland
45	3,587,500	WPA: Natchez/Foster-Carmen Natoma/Carmen-Argyle Natoma/Foster-Carmen Normandy/Foster-Carmen Carmen/Normandy/Rutherford Normandy/300' So. of Carmen to Carmen Medina/Milwaukee-Austin Balmoral/Meade-Moody Nashville/Carmen to paved portion south Carmen/Natoma-Normandy McCook/Medina-Peterson Austin/Indian Rd. to Matson Balmoral/Cicero-LaPorte Farragut/Newland-Nordica Newland/Berwyn-Foster Carmen/Newland-Rutherford
		Centerline Drainage (\$2,000,000)
47	3,000,000	Hild Building Renovation: for architectural, design, renovation and parking lot (\$3,000,000)
	780,000	Residential Street Resurfacing
48	350,000	Bus. Area Imp.: Bryn Mawr/Kenmore-Magnolia
49	300,000	Sewer: Rogers/Wolcott-150' E. of Honore
	400,000	Sewer: Albion, Glenlake, Greenvew
	200,000	Lakefront Protection Barrier (Design)
50	2,200,000	Bus. Area Imp.: Clark, Devon to Pratt (\$600,000)
		Sewers: Touhy, Western to Kedzie
City-wide	1,000,000	Handicapped Access to Public Buildings

14:21 FRIDAY, AUGUST 2, 1985

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-CW

PGNAME	PROGRAM	1985 G O BOND ALLOCATION
ECONOMIC DEVELOPMENT		
FIRE DEPARTMENT		
MUNICIPAL OFFICE BUILDINGS/OPW		
NEIGHBORHOOD INFRASTRUCTURE		
NEIGHBORHOOD INFRASTRUCTURE		
NEIGHBORHOOD INFRASTRUCTURE		
NEIGHBORHOOD INFRASTRUCTURE		
SEWER SYSTEM		
SEWER SYSTEM		
SEWER SYSTEM		
SOLID WASTE DISPOSAL		
WARD		
NAVY PIER RENOVATION		15,000,000
ROOF REPLACEMENT-VARIOUS LOCATIONS		350,000
OTHER CITY SERVICE FACILITIES		700,000
50/50 SIDEWALK PROGRAM		3,000,000
DESIGN OF NEW STREET CONSTRUCTION		1,864,000
INSTALLATION/REPLACEMENT OF TRAFFIC SIGNALS		5,000,000
REPLACE RUSTED ST. LIGHT POLES & BALLAST BASE		1,400,000
GROUP REPLACE 50,000 STREET & ALLEY LIGHTS		1,000,000
MISC. CITY WIDE SEWER CONSTRUCTION		500,000
NORTH DISTRICT FACILITY		250,000
ADVANCE DESIGN		250,000
SOLID WASTE ALTERNATIVES FEASIBILITY		100,000
		29,414,000

14:21 FRIDAY, AUGUST 2, 1985 2

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
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WARD-01

PGNAME	PROJNAME	1985 G O BOND ALLOCATION
ECONOMIC DEVELOPMENT	HIGH TECH RSRCH PK-CONGRESS/DAMEN/POLK/OAKLEY	500,000
ECONOMIC DEVELOPMENT	LUMBER ST.-BETWEEN 10TH AND CERMAK ROAD	1,600,000
MUNICIPAL OFFICE BUILDINGS/DPW	CITY HALL MAIN ELECTRICAL SERVICE RENOVATION	275,000
MUNICIPAL OFFICE BUILDINGS/DPW	EXTERIOR STONEWORK	825,000
MUNICIPAL OFFICE BUILDINGS/DPW	N/S PENTHOUSE REPLACEMENT	500,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	700,000
POLICE	LAND ACQUISITION-VICINITY MAXWELL/MORGAN	140,000
POLICE	COMPUTER ROOM EXPANSION-1121 S. STATE	200,000
SEWER SYSTEM	DEARBORN PARK NO. 2	1,500,000
STREETS & SANITATION OPERATING FACILITIES	ELECTRICAL FAC. RENOV.-2401-2525 S. ASHLAND	75,000
WARD		6,395,000

14:21 FRIDAY, AUGUST 2, 1985 3

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
 IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-02

PGMNAME

PROJNAME

1985
G O BOND
ALLOCATIONECONOMIC DEVELOPMENT
NEIGHBORHOOD INFRASTRUCTURE35TH & KING DRIVE
RESIDENTIAL STREET RESURFACING200,000
780,000
980,000

WARD

14:21 FRIDAY, AUGUST 2, 1985 4

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-03

PGMNAME	PROGRAM	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
POLICE	PISTOL RANGE RENOVATIONS-5101 S. WENTWORTH	200,000
SEWER SYSTEM	WOODLAWN NO. 1	244,000
WARD		1,224,000

14:21 FRIDAY, AUGUST 2, 1985 5

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=04

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE SEWER SYSTEM	RESIDENTIAL STREET RESURFACING INDE PARK-KENWOOD NO. 4	780,000 2,600,000
WARD		3,380,000*

14:21 FRIDAY, AUGUST 2, 1985 6

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=05

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	147,500
SEWER SYSTEM	HYDE PARK-KENWOOD NO. 4	400,000
WARD		1,327,500

14:21 FRIDAY, AUGUST 2, 1985 7

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=06

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	147,500
WARD		947,500

14:21 FRIDAY, AUGUST 2, 1985 8

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-07

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	80,000
NEIGHBORHOOD INFRASTRUCTURE	RECONSTRUCTION & REPAIR OF VAULTED SIDEWALKS	1,000,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	516,250
STREETS & SANITATION OPERATING FACILITIES	ELECTRICAL FACILITIES RENOV.-8645 S. YATES	75,000
WARD		2,451,250

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PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
 IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=OR

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	40,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(MPA) NEW STREET CONSTRUCTION	295,000
WARD		1,115,000

14:21 FRIDAY, AUGUST 2, 1985 10

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-09

PGNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	140,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		920,000

14:21 FRIDAY, AUGUST 2, 1985 11

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-10

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
FIRE DEPARTMENT	STATION 46 RENOVATION-3027 E. 93RD ST.	600,000
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	958,750
STREETS & SANITATION OPERATING FACILITIES	NEW EQUIPMENT REPAIR FACILITY-10301 S. DOTY	400,000
WARD		2,758,750

14:21 FRIDAY, AUGUST 2, 1985 12

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-11

PGMNAME	PRGNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
NEIGHBORHOOD INFRASTRUCTURE	RECONSTRUCTION & REPAIR OF VAULTED SIDEWALKS	1,000,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		1,800,000

14:21 FRIDAY, AUGUST 2, 1985 13

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$175,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-12

PGMNAME	PROGRAM	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	200,000
WARD		1,000,000

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PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
 IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-13

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	700,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	500,000
STREETS & SANITATION OPERATING FACILITIES	ELECTRICAL FACILITIES RENOV. -55TH AND HOMAN	75,000
WARD		1,375,000

14:21 FRIDAY, AUGUST 2, 1985 15

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-14

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	60,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	700,000
STREETS & SANITATION OPERATING FACILITIES	PURCHASE-5225 S. WESTERN AVENUE	700,000
WARD		1,540,000

14:21 FRIDAY, AUGUST 2, 1985 16

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD= 15

PGMNAME

PGMNAME

1985
G O BOND
ALLOCATION

NEIGHBORHOOD INFRASTRUCTURE
NEIGHBORHOOD INFRASTRUCTURE
NEIGHBORHOOD INFRASTRUCTURE

ALLEY CONSTRUCTION
RESIDENTIAL STREET RESURFACING
(WPA) NEW STREET CONSTRUCTION

40,000
780,000
300,000

WARD

1,120,000

14:21 FRIDAY, AUGUST 2, 1985 17

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-16

PGMNAME

PROJNAME

1985
G O BOND
ALLOCATION

NEIGHBORHOOD INFRASTRUCTURE

RESIDENTIAL STREET RESURFACING

780,000

14:21 FRIDAY, AUGUST 2, 1985 18

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-17

PGMNAME

PROJNAME

1985
G O BOND
ALLOCATION

ECONOMIC DEVELOPMENT
NEIGHBORHOOD INFRASTRUCTURE
NEIGHBORHOOD INFRASTRUCTURE

75TH-DAN RYAN-STEWART
ALLEY CONSTRUCTION
RESIDENTIAL STREET RESURFACING

280,000
40,000
780,000
1,100,000

WARD

14:21 FRIDAY, AUGUST 2, 1985 19

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD - 10

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	40,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	100,000
STREETS & SANITATION OPERATING FACILITIES	ELECTRICAL FACILITY RENOV. - 70TH AND OAKLEY	75,000
WARD		995,000

14:21 FRIDAY, AUGUST 2, 1985 20

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-19

PGMNAME	PROGRAM	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	40,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	8,535,000
WARD		9,355,000

14:21 FRIDAY, AUGUST 2, 1985 21

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-20

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE SEWER SYSTEM	RESIDENTIAL STREET RESURFACING WOODLAWN NO. 1	700,000 400,000
WARD		1,100,000

14:21 FRIDAY, AUGUST 2, 1985 22

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=21

PGMNAME

PRGNAME

1985
G O BOND
ALLOCATION

NEIGHBORHOOD INFRASTRUCTURE
NEIGHBORHOOD INFRASTRUCTURE
SEWER SYSTEM

ALLEY CONSTRUCTION
RESIDENTIAL STREET RESURFACING
NORMAL AVENUE NO. 5

WARD

1,200,000

160,000
780,000
260,000

14:21 FRIDAY, AUGUST 2, 1985 23

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-22

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	100,000
SEWER SYSTEM	SOUTH LAWNDALE NO. 1	2,964,000
WARD		3,844,000

14:21 FRIDAY, AUGUST 2, 1985 24

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-23

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
ECONOMIC DEVELOPMENT	51ST ST. PULASKI TO KEELER	750,000
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	80,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	500,000
WARD		2,110,000

14:21 FRIDAY, AUGUST 2, 1985 25

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

* NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=24

PGMNAME

PROJNAME

1985
G O BOND
ALLOCATIONECONOMIC DEVELOPMENT
NEIGHBORHOOD INFRASTRUCTUREROOSEVELT/PULASKI
RESIDENTIAL STREET RESURFACING

WARD

270,000
780,000
1,050,000

14:21 FRIDAY, AUGUST 2, 1985 26

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-25

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RECONSTRUCTION & REPAIR OF VAULTED SIDEWALKS	3,000,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
STREETS & SANITATION OPERATING FACILITIES	FORESTRY SO. CENTRAL FAC. REHAB.-2551 S. WOOD	610,000
WARD		4,390,000

14:21 FRIDAY, AUGUST 2, 1985 27

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=26

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RECONSTRUCTION & REPAIR OF VAULTED SIDEWALKS	500,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	700,000
WARD		1,280,000

14:21 FRIDAY, AUGUST 2, 1985 20

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=27

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
POLICE	PISTOL RANGE RENOVATIONS-3151 W. HARRISON ST.	200,000
WARD		980,000

14:21 FRIDAY, AUGUST 2, 1985 29

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-20

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	700,000
SOLID WASTE DISPOSAL	NW INCINERATOR-MJR. COND. MOD. -700 N KILBOURN	1,500,000
SOLID WASTE DISPOSAL	NORTHWEST INCINERATOR-TURBO GENERATOR SYSTEM	1,900,000
SOLID WASTE DISPOSAL	NORTHWEST INCINERATOR-LOWER PIT WALL REINAB.	150,000
SOLID WASTE DISPOSAL	NORTHWEST INCINERATOR-UPPER PIT WALL REINAB.	750,000
WARD		5,080,000

14:21 FRIDAY, AUGUST 2, 1985 30

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

----- WARD-29 -----

PGMNAME

PROGRAM

1985
G O BOND
ALLOCATION

NEIGHBORHOOD INFRASTRUCTURE

RESIDENTIAL STREET RESURFACING

780,000

14:21 FRIDAY, AUGUST 2, 1985 31

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-30

PGNAME

PROJNAME

1985
G O BOND
ALLOCATIONECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT
NEIGHBORHOOD INFRASTRUCTURE

WARD

KILPATRICK/ARMITAGE TO CORTLAND
HOMER, KILPATRICK TO RR
RESIDENTIAL STREET RESURFACING430,000
120,000
780,000
1,330,000

14:21 FRIDAY, AUGUST 2, 1985 32

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

----- WARD-31 -----

PGMNAME

PRGNAME

1985
G O BOND
ALLOCATION

NEIGHBORHOOD INFRASTRUCTURE
SEWER SYSTEM

RESIDENTIAL STREET RESURFACING
BLACKHAWK STREET PROJECT NO. 5C

WARD

780,000
50,000

830,000

14:21 FRIDAY, AUGUST 2, 1985 33

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
 IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-32

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RECONSTRUCTION & REPAIR OF VAULTED SIDEWALKS	2,500,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		3,280,000

14:21 FRIDAY, AUGUST 2, 1985 34

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY
 NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
 IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD 33

PGHNAME

PROJNAME

1985
 G O BOND
 ALLOCATION

NEIGHBORHOOD INFRASTRUCTURE

RESIDENTIAL STREET RESURFACING

780,000

14:21 FRIDAY, AUGUST 2, 1985 35

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-34

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	140,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		920,000

14:21 FRIDAY, AUGUST 2, 1985 36

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-35

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
ECONOMIC DEVELOPMENT NEIGHBORHOOD INFRASTRUCTURE	ECONOMIC DEVELOPMENT PROJECTS	350,000
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
	RESIDENTIAL STREET RESURFACING	780,000
WARD		1,150,000

14:21 FRIDAY, AUGUST 2, 1985 37

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-36

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	60,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		840,000

14:21 FRIDAY, AUGUST 2, 1985 38

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

----- WARD-37 -----

PGNAME

PROJNAME

1985
G O BOND
ALLOCATIONECONOMIC DEVELOPMENT
NEIGHBORHOOD INFRASTRUCTUREKILPATRICK, CHICAGO TO AUGUSTA
RESIDENTIAL STREET RESURFACING

WARD

400,000
780,000

1,180,000

14:21 FRIDAY, AUGUST 2, 1985 39

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=30

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	1,000,000
WARD		1,780,000

14:21 FRIDAY, AUGUST 2, 1985 40

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
 *IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

--- WARD*39 ---

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		800,000

. 14:21 FRIDAY, AUGUST 2, 1985 41

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-40

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	700,000
SEWER SYSTEM	BERWYN SYSTEM (EAST)	3,328,000
WARD		4,128,000

14:21 FRIDAY, AUGUST 2, 1985 42

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=41

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	100,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	875,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		1,755,000

14:21 FRIDAY, AUGUST 2, 1985 43

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=42

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
ECONOMIC DEVELOPMENT	NORTH BRANCH (HALSTED-BLACKHAWK)	2,100,000
MUNICIPAL OFFICE BUILDINGS/DPW	CENTRAL OFFICE BUILDING - 320 N. CLARK STREET	150,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	REPLACE TROLLEY POLES-WELLS/800-2200 NORTH	280,000
STREETS & SANITATION OPERATING FACILITIES	ELECTRICAL FACILITIES RENOV. - 150 W. ERIE ST.	75,000
WARD		3,385,000

14:21 FRIDAY, AUGUST 2, 1985 44

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-43

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	20,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	REPLACE TROLLEY POLES-WELLS/800-2200 NORTH	70,000
WARD		870,000

14:21 FRIDAY, AUGUST 2, 1985 45

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=44

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000

14:21 FRIDAY, AUGUST 2, 1985 46

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-45

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
ECONOMIC DEVELOPMENT	KNOX AVE: MONTROSE TO NW RR	500,000
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	40,000
NEIGHBORHOOD INFRASTRUCTURE	(WPA) NEW STREET CONSTRUCTION	125,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		1,445,000

14:21 FRIDAY, AUGUST 2, 1985 47

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
 IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-46

PGMNAME

PROJNAME

1985
G O BOND
ALLOCATION
 NEIGHBORHOOD INFRASTRUCTURE
 SEWER SYSTEM

WARD

 RESIDENTIAL STREET RESURFACING
 CLARENDON NO. 2

 780,000
 430,000
 1,210,000

14:21 FRIDAY, AUGUST 2, 1985 48

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
 IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=47

PGMNAME	PGMNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
POLICE	PISTOL RANGE RENOVATIONS-2452 W. BELMONT	200,000
WARD		980,000

14:21 FRIDAY, AUGUST 2, 1985 49

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-40

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
NEIGHBORHOOD INFRASTRUCTURE	REPL LANE CNTL SIGNALS-RIDGE/HOLLYWOOD	50,000
SEWER SYSTEM	EDGEWATER NO. 1	2,600,000
SEWER SYSTEM	CLARENDON NO. 2	35,000
WARD		3,465,000

14:21 FRIDAY, AUGUST 2, 1985 50

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD=49

PGMNAME

PGMNAME

1985
G O BOND
ALLOCATIONECONOMIC DEVELOPMENT
NEIGHBORHOOD INFRASTRUCTUREROGERS PK. BUS. AREA IMP.-CLARK/PRATT-TOWN
RESIDENTIAL STREET RESURFACING

WARD

600,000
780,000
1,380,000

14:21 FRIDAY, AUGUST 2, 1985 51

PROJECTS FUNDED BY 1985-GENERAL OBLIGATION BONDS ONLY

NOTE: 1985 G. O. BOND ISSUE EQUALS \$125,000,000.
IN CERTAIN CASES PROJECT COSTS MAY BE DUPLICATED.

WARD-50

PGMNAME	PROJNAME	1985 G O BOND ALLOCATION
NEIGHBORHOOD INFRASTRUCTURE	ALLEY CONSTRUCTION	60,000
NEIGHBORHOOD INFRASTRUCTURE	RESIDENTIAL STREET RESURFACING	780,000
WARD		840,000
		125,000,000

WARD 5 - SUPPLEMENT

LOCATION DETAIL

WPA - NEW STREET CONSTRUCTION - \$147,500

74th Street-Ridgeland to Constance

WARD 6 - SUPPLEMENT

LOCATION DETAIL

WPA - NEW STREET CONSTRUCTION - \$147,500

38th Street-from 173.56 ft. West to Calumet

ALLEY PROGRAM - \$20,000

Between E. 71st Street, E. 72nd Street,
S. Calumet Avenue and S. Prairie Avenue, etc.

WARD 7 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$80,000

1. Between E. 79th Place, E. 80th Street,
S. Coles Avenue and S. Commercial Avenue, etc.
2. Between E. 89th Street, E. 90th Street,
S. Phillips Avenue and S. Yates Avenue, etc.
3. Between E. 89th Street, E. 90th Street,
S. Oglesby Avenue and S. Crandon Avenue, etc.
4. Between E. 91st Street, E. 92nd Street,
S. Oglesby Avenue and S. Crandon Avenue, etc.

VAULTED SIDEWALKS - \$1,000,000

1. 8700 S. Houston
2. 8700 S. Buffalo

WPA - NEW STREET CONSTRUCTION - \$516,250

1. Luella Avenue - 93rd St. to 92nd St.
2. Essex Avenue - 90th St. to Anthony
3. 94th St. - Luella to Oglesby

WARD 8 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$40,000

1. Between E. 85th Street, E. 86th Street,
S. Bennett Avenue and S. Constance Avenue
2. Between E. 89th Street, E. 90th Street,
S. Chappel Avenue and S. Jeffery Boulevard

WPA- NEW STREET CONSTRUCTION - \$295,000

1. University Avenue - 81st Street to 80th Street
2. 88th Street from R/W of NYC and St. Louis RR
to Kimbark

WARD 9 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$140,000

1. Between E. 107th Street, E. 108th Street,
S. Prairie Avenue and S. Indiana Avenue, etc.
2. Between W. 12th Street, W. 121st Street,
S. State Street and S. Lafayette Avenue, etc.
3. Between W. 125th Street, W. 126th Street,
S. Wentworth Avenue and S. Yale Avenue, etc.
4. Between W. 126th Street, W. 127th Street,
S. Wentworth Avenue and S. Yale Avenue, etc.
5. Between W. Vermont Street, W. 128th Place,
S. Wallace Street and S. Lowe Avenue, etc.
6. Between E. 104th Street, E. 105th Street,
S. Rhodes Avenue and S. Eberhart Avenue, etc.
7. Between W. 126th Place, W. 127th Street,
S. Eggleston Avenue and Pennsylvania Railroad R.O.W., etc.
8. Between W. 126th Street, W. 126th Place,
S. Eggleston Avenue and P.C.C. & ST. L. R.R. R.O.W., etc.
9. Between W. 127th Street, S. Vermont Street,
S. Emerald Avenue and S. Halsted Street, etc.

WARD 10 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$20,000

Between E. 99th Street, E. 100th Street,
S. Paxton Avenue and S. Merrill Avenue, etc.

WPA - NEW STREET CONSTRUCTION - \$958,750

Yates Avenue - 96th Street to 95th Street

WARD 11 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$20,000

Between W. 34th Place, W. 35th Street,
S. Lituanica Avenue and S. Morgan Street

VAULTED SIDEWALKS - \$1,000,000

1. 2900 S. Bonfield
2. 3000 S. Bonfield

WARD 12 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$20,000

Between W. 37th Place, W. 38th Street,
S. Sacramento Avenue and S. Albany Avenue, etc.

WPA - NEW STREET CONSTRUCTION - \$200,000

1. Campbell Avenue - 38th Street to legal limits North
2. 28th Street-Troy to legal limits east

WARD 13 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$20,000

Between W. 61st Place, W. 62nd Street,
S. Roman Avenue and S. St. Louis Avenue

WPA - NEW STREET CONSTRUCTION - \$500,000

1. Springfield Avenue (West 1/2) from alley south of 77th to 77th Street
2. Springfield Avenue (West 1/2) 77th Street to 76th Place
3. 62th Place-Lawndale to its legal limits east
4. 68th Street-Lawndale to its legal limits east
5. 57th Street from C&WIRR (Belt RR) to existing pavement west of Kolmar

WARD 14 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$60,000

1. Between W. 49th Place, W. 50th Street,
P.C.C. & St. L. R.R. R.O.W. and S. Oakley Avenue, etc.
2. Between W. 55th Street, W. 56th Street,
S. Hamilton Avenue and P.C. & St. L. R.R. etc.
3. Between W. 55th Street, W. 56th Street,
S. Hoyne Avenue and S. Hamilton Avenue, etc.

WARD 15 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$40,000

1. Between W. 71st Street, W. 72nd Street,
S. Honore Street and S. Wolcott Avenue, etc.
2. Between W. 73rd Street, W. 74th Street,
S. Oakley Avenue and S. Claremont Avenue

WPA - NEW STREET CONSTRUCTION - \$300,000

1. California Avenue - 74th St. to 73rd St.
2. Richmond St. - 74th St. to 73rd St.
3. 71st Place - from its legal limits west of Hoyne to Hoyne
4. Troy, 74th to 73rd Street

WARD 17 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$40,000

1. Between W. 75th Place, W. 76th Street,
S. Marshfield Avenue and S. Paulina Street
2. Between W. 75th Place, W. 76th Street,
S. Paulina Street and S. Hermitage Avenue

WARD 18 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$40,000

1. Between W. 82nd Street, W. 82nd Place,
S. Lawndale Avenue and S. Hamlin Avenue, etc.
2. Between W. 84th Street, W. 85th Street,
S. Hoyne Avenue and S. Hamilton Avenue, etc.

WPA - NEW STREET CONSTRUCTION - \$100,000

Hamlin Avenue - 84th St. to 83rd Place

WARD 19 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$40,000

1. Between W. 99th Street, W. 100th Place,
S. Malta Street and S. Charles Street
2. Between W. 103rd Street, W. 103rd Place,
C. & O. C. T. Railroad R.O.W. and S. Talman Avenue, etc.

WPA - NEW STREET CONSTRUCTION - \$6,535,000

1. St. Louis Avenue - 115th St. to 111th St.
2. Trumbull Avenue - 112th Pl. to 111th St.
3. Homan Avenue - 115th St. to 112th Pl.
4. Spaulding Avenue - 115th St. to 112th Pl.
5. Sawyer Avenue - 114th St. to its legal limits north
6. 114th St. - St. Louis to Spaulding
7. Harding Avenue - 111th St. to 110th St.
8. Springfield Avenue - 110th to 109th St.
9. Hamlin Avenue - 111th St. to 109th St.
10. Ridgeway Avenue - from legal limits south of 110th St. to 109th St.
11. Lawndale Avenue - 111th St. to 109th St.
12. Millard Avenue - 111th St. to 109th St.
13. Central Park Avenue - 111th St. to 109th St.
14. 110th St. - Springfield to Millard
15. 109th Place - Springfield to Hamlin
16. Harding Avenue - 106th St. north to the first east-west alley south of
105th St.
17. Springfield Avenue - 107th St. to 104th St.
18. Avers Avenue - from its legal limits south of 104th St. to 104th St.
19. Hamlin Avenue - 105th St. to 103rd St.
20. Lawndale Avenue - 107th St. to 105th St.
21. Millard Avenue - 107th St. north to existing pavement
22. 106th St. - Pulaski to Hamlin
23. 105th St. - Pulaski to Hamlin
24. 104th St. - Pulaski to Hamlin
25. 104th St. - Lawndale to Millard
26. Ridgeway Avenue - 109th St. to 107th St.
27. Lawndale Avenue - 109th St. to 108th St.
28. Millard Avenue - 108th Pl. to 108th St.
29. Central Park Avenue - 109th St. to 107th St.
30. Drake Avenue - 109th St. to 107th St.
31. 109th St. - Lawndale to Central Park
32. 108th Pl. - Lawndale to Millard
33. 108th St. - Lawndale to Millard
34. 107th St. - Springfield to Ridgeway
- Central Park to Drake

WARD 19 - CONTINUED - SUPPLEMENT

LOCATION DETAILWPA - NEW STREET CONSTRUCTION

- 35. Trumbull Ave. - from legal limits south of 105th Pl. to 105th St.
- 36. Homan Avenue - 107th St. to 105th St.
- 37. Christiana Ave. - from existing pavement south of 106th St. to 105th St.
- 38. Spaulding Avenue - 106th St. to 105th St.
- 39. Sawyer Avenue - 107th St. to 106th St.
- 40. 105th St. - Central Park to St. Louis

WARD 21 - SUPPLEMENT
LOCATION DETAIL

ALLEY PROGRAM - \$160,000

1. Between W. 97th Place, W. 98th Street,
S. Racine Avenue and S. Throop Street.
2. Between W. 99th Street, W. 100th Street,
S. Morgan Street and S. Carpenter Street, etc.
3. Between W. 99th Street, W. 100th Street,
S. Parnell Avenue and S. Wallace Street, etc.
4. Between W. 100th Street, W. 101st Street,
S. Lafayette Avenue and S. Perry Avenue, etc.
5. Between W. 88th Street, W. 89th Street,
S. Normal Avenue and S. Parnell Avenue, etc.
6. Between 97th Place, W. 98th Street,
S. Throop Street and S. Loomis Street, etc.
7. Between W. 100th Street, W. 101st Street,
S. Union Avenue and S. Emerald Avenue.
8. Between W. 86th Street, W. 87th Street,
S. Sangamon Street and S. Morgan Street, etc.
9. Between W. 88th Street, W. 89th Street,
S. Ashland Avenue and S. Marshfield Avenue, etc.

WARD 22 - SUPPLEMENT

LOCATION DETAIL

WPA - NEW STREET CONSTRUCTION - \$100,000

Komensky Avenue from its legal limits south of 32nd Street to 32nd Street

WARD 23 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$80,000

1. Between W. 52nd Street, W. 53rd Street,
S. Rutherford Avenue and S. Oak Park Avenue, etc.
2. Between W. 53rd Street, W. 54th Street,
S. Nashville Avenue and S. Natoma Avenue, etc.
3. Between W. 58th Street, W. 59th Street,
S. Natoma Avenue and S. Normandy Avenue
4. Between W. 53rd Street, Indiana Harbor
Belt Railroad R.O.W., S. Keating Avenue and
S. Cicero Avenue, etc.

WPA - NEW STREET CONSTRUCTION - \$500,000

1. Kenneth Avenue from the alley south of 53rd Street to 53rd Street
2. Hamlin Avenue - 49th Street to Archer
3. 53rd Street - Lawndale to Millard
4. 51st Street - Harding to Lawndale
5. Ridgeway Avenue - 49th Street to Archer

WARD 25 - SUPPLEMENT

LOCATION DETAILVAULTED SIDEWALKS - \$3,000,000

1. 1800 W. Cullerton
2. 1900 W. Cullerton
3. 2000 W. Cullerton
4. 2100 W. Cullerton
5. 2200 W. Cullerton
6. 2300 W. Cullerton

WARD 26 - SUPPLEMENT

LOCATION DETAIL

VAULTED SIDEWALKS - \$500,000

1500 W. Walton

WARD 32 - SUPPLEMENT

LOCATION DETAILVAULTED SIDEWALKS - \$2,500,000

1. 1300 W. Walton
2. 1400 W. Walton
3. 1200 N. Greenview
4. 1300 N. Greenview
5. 1400 N. Greenview

WARD 34 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$140,000

1. Between W. 103rd Place, W. 104th Street,
S. Normal Avenue and S. Wallace Street
2. Between W. 106th Street, W. 107th Street,
S. Green Street and S. Peoria Street, etc.
3. Between W. 116th Place, W. 117th Street,
S. Peoria Street and S. Sangamon Street, etc.
4. Between W. 106th Street, W. 107th Street,
S. Wallace Street and S. Lowe Avenue, etc.
5. Between W. 107th Street, W. 108th Street,
S. Wallace Street and S. Lowe Avenue, etc.
6. Between W. 116th Street, W. 117th Street,
S. Harvard Avenue and S. Stewart Avenue, etc.
7. Between W. 116th Street, W. 117th Street,
S. Yale Avenue and S. Princeton Avenue, etc.

WARD 35 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$20,000

Between N. Avondale Avenue, W. Grace Street,
N. Pulaski Road and N. Keystone Avenue, etc.

WARD 36 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$60,000

1. Between W. Belmont Avenue, W. Barry Avenue,
Chicago, Milwaukee & St. Paul Railroad R.O.W.
and N. Natoma Avenue, etc.
2. Between the Chicago, Milwaukee & St. Paul Railroad R.O.W.,
W. Palmer Street, N. Newland Avenue and N. Sayre Avenue
3. Between W. Wabansia Avenue, W. North Avenue,
N. Narragansett Avenue and N. Nagle Avenue, etc.

WARD 38 - SUPPLEMENT

LOCATION DETAILWPA - NEW STREET CONSTRUCTION - \$1,000,000

1. Ottawa Avenue - Addison to Forest Preserve
2. Oriole Avenue - Addison to Irving Park
3. Waveland Avenue - Ottawa to Oleander

WARD 39 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$20,000

Between the north line of Lot 10 produced east, in
George C. Haild's Brynford Park Sub. of part of the
SE. 1/4 of Fractional section 3-40-13, W. Hollywood Avenue,
N. Keystone Avenue and N. Karlov Avenue

WARD 40 - SUPPLEMENT

Location DetailALLEY PROGRAM - \$20,000

Between W. Thorndale Avenue (vacated)
N. Lincoln Avenue, N. Mozart Avenue (vacated),
and N. Francisco Avenue (vacated), etc.

8/15/85

REPORTS OF COMMITTEES

19441

WARD 41 - SUPPLEMENT

LOCATION DETAIL

ALLEY PROGRAM - \$100,000

1. Between W. Berwyn Avenue, W. Foster Avenue,
N. Oleander Avenue and N. Oriole Avenue
2. Between W. Jarvis Avenue, W. Chase Avenue,
N. Oleander Avenue and N. Oriole Avenue
3. Between W. Pratt Avenue, W. North Shore Avenue,
N. Odell Avenue and N. Oketo Avenue
4. Between N. Avondale Avenue, S. Otsego Avenue,
N. Olympia Avenue and N. Oxford Avenue, etc.
5. Between W. Berwyn Avenue, W. Foster Avenue,
N. Normandy Avenue and N. Rutherford Avenue

WPA - NEW STREET CONSTRUCTION - \$675,000

1. Newcastle Avenue - Higgins to Talcott
2. Oak Park Avenue - Higgins to Rascher
3. Normandy Avenue - Rascher to Gregory
4. Nacoma Avenue - Balmoral to Catalpa
5. Neenah Avenue - Higgins to Balmoral
6. Natchez Avenue - Catalpa to Gregory
7. Rascher Avenue - Newcastle to Talcott
8. Catalpa Avenue - Union Cemetery to Normandy

WARD 43 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$20,000

Between N. Clybourn Avenue. C.M. ST. P. R.R.,
N. Lakewood Avenue and N. Southport Avenue, etc.

WARD 45 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$40,000

1. Between W. Balmoral Avenue, W. Berwyn Avenue,
N. Lawler Avenue and N. Forest Glen Avenue, etc.
2. Between N. Monitor Avenue, W. Catalpa Avenue and
N. Marmora Avenue, etc.

WPA - NEW STREET CONSTRUCTION - \$125,000

North Mobile - Balmoral to Gregory

WARD 50 - SUPPLEMENT

LOCATION DETAILALLEY PROGRAM - \$60,000

1. Between Warren Park, W. Arthur Avenue,
N. Hamilton Avenue and N. Leavitt Street, etc.
2. Between Warren Park, W. Arthur Avenue,
N. Hoyne Avenue and N. Hamilton Avenue, etc.
3. Between Warren Park, W. Arthur Avenue,
N. Leavitt Street and N. Bell Avenue, etc.

COMMITTEE ON LEASES.

CITY COMPTROLLER AUTHORIZED TO RENEW LEASE AGREEMENT WITH CHICAGO TITLE AND TRUST COMPANY FOR CERTAIN CITY-OWNED PROPERTY.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller to execute a renewal of lease between the City of Chicago and the Chicago Title and Trust Company for use of office space located in the Richard J. Daley Center.

On motion of Alderman Kellam, 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, as sublessor, a renewal of lease to Chicago Title and Trust Company, as sublessee, in the Richard J. Daley Center for approximately a total of 336 square feet on the sixth (6th) floor for use as office space; such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

Agreement.

This Sublease Agreement made this _____ day of _____, A.D. _____, between the City of Chicago, a Municipal Corporation of the State of Illinois, hereinafter called "Sublessor" and the Chicago Title and Trust Company, an Illinois Corporation, hereinafter called "Sublessee".

Witnesseth:

The Sublessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Sublessee, does hereby license and grant to Sublessee for use only by Sublessee, the privileges hereinafter described upon and

within the building premises commonly known as the Daley Center, located at the premises legally described as follows:

Block 38 of the original Town of Chicago in the Southeast quarter (1/4) of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, platted by the Canal Commissioners on August 4, 1830, all in Cook County, Illinois,

the building premises being hereinafter referred to as the Civic Center.

This agreement shall consist of three parts:

Part I -- General Conditions

Part II -- Special Conditions

Part III --- Exhibits and Attachments

all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon this agreement that are not set forth herein at length.

Part I - General Conditions

Article I.

This agreement shall be subject and subordinate to:

(a) All existing and future legislative enactments of the State of Illinois as may relate or affect the use and/or privileges conferred upon Sublessee by this Agreement.

(b) All such future agreements and leases between Sublessor and the Public Building Commission of Chicago as may relate to wear and/or affect the uses and privileges conferred upon Sublessee by this Agreement.

Article II.

The Sublessee shall not assign, sublet or transfer this agreement nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein, without prior approval of said Sublessor. Sublessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at, in, or about the spaces and areas used and occupied by Sublessee, with any individual, a partnership or corporation without prior approval of said Sublessor, it being understood that the only activity that Sublessee may conduct directly or indirectly, alone or through others, on, upon or from said spaces and areas, is as authorized under the terms of this Agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in anywise creating or establishing the relationship of

co-partners of joint ventures between the parties hereto or as constituting the Sublessee as the agent or representative of the Sublessor for any purpose or in any manner whatsoever.

Article III.

Sublessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be and is conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Sublessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed relocate, replace, alter or modify, without the consent in writing in each instance of the Comptroller of the City of Chicago or such official of the City of Chicago designated by him, first had and obtained, any flags, placards, signs, poles, wires, improvements or fixtures.

Article V.

Sublessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and in good repair and shall yield the same back to Sublessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Sublessee, Sublessor or its duly authorized agents in its behalf, may enter the premises (without such entering causing or constituting a termination of the privileges or an interference with the possession of said premises by said Sublessee) and do all things necessary to restore said premises to the condition herein required, charging any cost and expense thereof to Sublessee and Sublessee does hereby agree to pay Sublessor, in addition to the rent and charges hereby reserved, all such costs and expenses that may arise to Sublessor or others in its behalf.

Article VI.

In addition to rent and charges set forth in this Agreement, Sublessee shall pay all fees, charges, license fees and taxes of whatever nature, if any, as required by law or by any ordinance of the City of Chicago. The Sublessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall solely be responsible for all accidents or injuries of whatever nature or kind to persons or property caused or arising in connection with its operation at the spaces and areas granted hereunder, and shall indemnify, defend and save harmless Sublessor, its agents, servants and employees, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of Sublessee business activities, or resulting from the carelessness, negligence or improper conduct of the Sublessor, Sublessee or any of their agents, servants or employees. Sublessor shall not be liable to said Sublessee for damage to property of said Sublessee or any loss of revenues to Sublessee resulting from Sublessor's acts, omission or neglect in the maintenance and operation of the spaces and areas granted to Sublessee hereunder.

Article VII.

Sublessee, at the expense of Sublessee shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") or Director of Real Estate for the protection of Sublessor and Sublessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Sublessor as co-insured thereunder.

Upon approval by said Comptroller or Director of Real Estate of all insurance required, in the forms, kinds and amounts director to be procured. Sublessee shall deliver all policy originals or duplicate originals and endorsements thereto to said Comptroller or to the City of Chicago, Department of Real Estate Office.

Sublessee expressly understands and agrees that any insurance protection furnished by Sublessee hereunder shall in no way limit its responsibility to indemnify and save harmless Sublessor under the provisions of Article VI of this Agreement.

Article VIII.

In the event the spaces and areas granted to Sublessee hereunder or the building of which same are a part, shall be damaged or destroyed by fire or other casualty, Sublessor shall seek to have same promptly repaired or rebuilt, but Sublessor shall not be obligated to repair or rebuild any fixtures, equipment, furnishings or furniture installed by Sublessee, pursuant to this Agreement.

Provided, however, that Sublessor may elect, at its sole option, not to seek the repair or reconstruction of the spaces and areas damaged or destroyed by said fire or other casualty, and upon written notice of such election from Sublessor to Sublessee, the obligation of said Sublessee to pay rent, shall cease and this Agreement shall thereupon terminate.

In the event of any damage or destruction by fire or other casualty to the premises, Sublessee shall immediately, at its expense, replace and repair any and all fixtures, equipment and other property, installed by it pursuant to this Agreement.

Article IX.

Sublessor hereby grants to Sublessee the right of access and ingress to and egress from the premises by Sublessee and employees, contractors, suppliers, servicemen, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with any and all regulations promulgated by Sublessor or the Public Building Commission of Chicago, or other lawful authority, for the care in operation, maintenance and protection of the Richard J. Daley Center and the public.

Sublessee hereby waives all notice of any election made by Sublessor under this Agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or

any other statute, or by the common law during the terms of this Agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Sublessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Sublessor's right to act without notice or demand or of any other right hereby given Sublessor, or as an election not to proceed under the provisions of this Agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Sublessee does hereby irrevocably constitute any attorney of any Court of Record in this State, attorney for it and its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Sublessor and against Sublessee for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an Agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Sublessee hereby confirms all that said attorney may lawfully do by virtue hereof. Sublessor shall have a first lien on Sublessee's interest hereunder, and on Sublessee's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys.

Article X.

Sublessee does hereby agree that it shall relocate its facilities, desks, equipment, and other property to such other place or places as may be directed by Sublessor or its department or agencies, or such other governmental agencies.

Article XI.

If Sublessee shall vacate or abandon the premises or permit the same to remain vacant or unoccupied for a period of ten (10) days, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this Agreement contained, Sublessee's right to the possession of the spaces and areas thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Sublessee shall constitute a forcible detainer of said premises, and if the Sublessor so elects, but not otherwise, this Agreement shall thereupon terminate and upon the termination of Sublessee's right of possession, as aforesaid, whether this Agreement be terminated or not, Sublessee agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Sublessee hereby grants to Sublessor full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and expel and remove Sublessee, or any other person who may be occupying the premises, or any part thereof and Sublessee may use such force in and about expelling and removing Sublessor and said other person as may reasonably be necessary and Sublessor may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor

shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said Agreement contained, to be performed by Sublessee due hereunder, which lien may be foreclosed in equity and in case of such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property, under order of court.

The obligation of Sublessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Sublessee's right to possession of the premises. The Sublessor may collect and receive any rent due from Sublessee and pay or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Sublessor may have by virtue hereof.

Sublessee shall pay and discharge all costs, expense and attorney's fees which shall be incurred and expended by Sublessor in enforcing the covenants and agreements of this Agreement, whether by the institution of litigation or in the taking of advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Sublease shall observe and comply with all laws, ordinances, rules and regulations of the Public Building Commission, the City of Chicago, the Circuit Court Clerk of Cook County, Illinois, and all agencies or departments thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Richard J. Daley Center now in effect or hereafter promulgated.

Article XIII.

Sublessee, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIV.

Sublessee, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the spaces and areas hereinafter granted, and the privileges conferred hereunder.

Article XV.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVI.

In every instance where it shall be necessary or desirable for the Sublessor or Sublessee to serve any notice or demand upon to each other, it shall be necessary to send a written or printed copy thereof by United States Register or Certified Mail, postage prepaid, addressed to the Sublessor at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610 or to the Sublessee at 111 West Washington Street, Chicago, Illinois, 60602, or at such other place as the Sublessor or the Sublessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Article XVII.

Sublessee agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any members of the public, because of race, creed, color or national origin, nor otherwise commit an unfair labor practice. Sublessee further agrees that this article will be incorporated by Sublessee in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

To demonstrate compliance the Sublessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Part II - Special Conditions.

1. Premises

The Sublessor, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby license and grant to Sublessee, the right to use and occupy the spaces and areas in said Richard J. Daley Center as follows:

Room 601 -- space for five (5) desks and appurtenant equipment;

Room 602 -- space for one (1) desk and appurtenant equipment;

The aggregate of said spaces and areas in both Room 601 and 602 combined being 336 square feet.

Sublessee further covenants and agrees, at its sole expense to locate or relocate its facilities and property to such other place or places as may be designated by Sublessor, upon written notice thereof by Sublessor to Sublessee.

2. Purpose

Sublessee agrees that the space, areas and privileges herein granted and conferred are to be used and occupied for the sole purpose of recording and transcribing information from the records of the Clerk of the Circuit Court of Cook County, Municipal Department, as same related to the title and trust business and Sublessee, and for no other purpose whatsoever.

3. Term

The term of this Sublease Agreement shall be for a term beginning on the 1st day of August, 1984, and ending on the 31st day of July, 1987.

It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this Agreement upon thirty (30) days prior written notice to the other party at the address cited herein.

4. Rental

Sublessee shall pay to Sublessor as rent for use of the premises, spaces, and areas herein set forth, the sum of One Thousand Five Hundred Ten Dollars and no/100 (\$1,510.00) per month for the period beginning on the 1st day of August, 1984, and ending on the 31st day of July 1987.

Rent is payable on the 1st day of each calendar month to the City Comptroller, City Hall, Room 501, Chicago, Illinois, 60602.

5. Performance Bond

At the execution hereof, Sublessee shall execute and deliver to the Comptroller a Performance Bond in form, type and amount as determined by said Comptroller, which bond shall guarantee faithful performance of the provisions and covenants of this Agreement.

6. Public Building Commission of Chicago Approval

Sublessee does hereby understand and agree that this agreement is subject to the written consent and approval of the Public Building Commission of Chicago in accordance with the provisions of that certain lease agreement hereinabove referred to between the said Public Building Commission of Chicago, the County of Cook and the City of Chicago, Sublessor herein.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first written above.

[Signature forms omitted for printing purposes.]

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

CITY COMPTROLLER AUTHORIZED TO RENEW LEASE
AGREEMENTS FOR CERTAIN PRIVATELY-OWNED
PROPERTY.

The Committee on Leases submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing the City Comptroller to execute renewal of leases for certain privately-owned properties to be used for various municipal purposes.

On separate motions made by Alderman Kellam, 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

Chicago Park District.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, as lessee and the Chicago Park District as sublessee, a renewal of lease from Grand Trunk Western Railroad Company, a Michigan Corporation, as lessor, for approximately 145,500 square feet of vacant land at West 57th Street and South St. Louis Avenue, described as follows:

"Beginning at a point which is the intersection of the west line of St. Louis Avenue and the north line of West 57th Street; thence north along the west line of St. Louis Avenue a distance of six hundred (600) feet; thence west at right angles a distance of eighty-five (85) feet to a chain link fence corner; thence southwesterly along said chain link fence, more or less parallel to Lessor's Track No. 47, a distance of seven hundred and forty-eight (748) feet more or less to the north line of West 57th Street; thence east along the north line of West 57th Street a distance of five hundred and thirty (530) feet to the point of beginning."

Such lease to be approved by the Director of Real Estate and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on pages
19455 through 19461 of this Journal.]

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

Department of Human Services.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Chicago Home Missionary and Church Extension Society for approximately 24,182 square feet at 1935 South Halsted Street, for use as a community service center for the Department of Human Services; such lease to be approved by the Commissioner of the Department of Human Services, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed
on page 19462 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease:

Three Thousand Three Hundred Eighty-five and 48/100 Dollars (\$3,385.48) for a period beginning on the 1st day of June, 1985 and ending on the 31st day of May, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Chicago Home Missionary and Church Extension Society.

(Continued on page 19463)

Lease No. 14041

RENEWAL OF LEASE

LEASE #17408

FILE L-59-54

This Indenture MADE THIS 26th DAY OF February 19 85

BETWEEN GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -

HEREINAFTER REFERRED TO AS "THE LESSOR" OF THE FIRST PART, AND
CITY OF CHICAGO, a Municipal Corporation -

HEREINAFTER REFERRED TO AS "THE LESSEE" OF THE SECOND PART.

EFF: May 1, 1982

WHEREAS BY INDENTURE OF LEASE DATED August 18, 1982

THE LESSOR DID LEASE UNTO THE LESSEE THE PREMISES THEREIN DESCRIBED, NAMELY:-

Situated in the City of Chicago, County of Cook, and
State of Michigan, and as more particularly described
in the above said lease.

FOR A TERM COMMENCING	the 1st day of May	19 82
AND ENDING	the 30th day of April	19 85

AND WHEREAS THE LESSEE DESIRES TO RENEW AND CONTINUE THE SAID LEASE FOR A FURTHER TERM; AND THE LESSOR CONSENTS TO SAME.

WITNESSETH THAT THE LESSOR HEREBY LETS AND THE LESSEE TAKES THE SAID PREMISES

FOR A FURTHER TERM COMMENCING THE	1st	DAY OF	May	19 85
AND ENDING THE	30th	DAY OF	April	19 88
AT A RENTAL OF THREE (\$3.00) DOLLARS for the Term.				-PER

SUBJECT OTHERWISE TO THE SAME COVENANTS, PROVISIONS, AND CONDITIONS AS ARE IN THE ABOVE

RECITED INDENTURE OF LEASE CONTAINED, BUT WITHOUT ANY COVENANT FOR FURTHER RENEWAL.

Further, permission is granted the Lessee to extend sublease for a term not to extend beyond the term hereof, and in accordance with the terms pertaining thereto in the lease which is being extended.

In Witness whereof THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witness to signature of Lessor

Witness to signature of Lessee

Approved:
Assistant Corporation Counsel

Approved:
Director, Real Estate

CHICAGO PARK DISTRICT,
a Separate Municipal Corporation -

By X
Its -

By
Its - Manager, Property Management

By X
Its - City Comptroller

GT 3649
REV. 8-74

LEASE NO. 14041

L-59-54

dated this 18th day of August, 1982 but effective as of the

THIS LEASE effective this 1st day of May, 1982

between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -

hereinafter called the Lessor, and CITY OF CHICAGO, a Municipal Corporation of the
State of Illinois -

of Rm. 1000, 205 W. Randolph St., Chicago, Ill., 60606 hereinafter called the Lessee.

WITNESSETH: Whereas, the Lessor is the owner of the premises hereinafter described, or is entitled to the possession of said premises, which are not presently required by it in the operation of its railroad, and the Lessee has requested a lease of said premises for the purposes hereinafter specified, which it is deemed will be to the mutual advantage of the parties hereto.

TERM

The Lessor, in consideration of the rents and agreements herein specified, does hereby Let and Lease to the Lessee for the term commencing at the above date and ending December 31st, 1985 the premises situated in the City

of Chicago County of Cook and

State of Illinois described as follows, to wit:

**DESCRIPTION
OF PREMISES**

"Beginning at a point which is the intersection of the west line of St. Louis Avenue and the north line of West 57th Street; thence north along the west line of St. Louis Avenue a distance of six hundred (600) feet; thence west at right angles a distance of eighty-five (85) feet to a chain link fence corner; thence southwesterly along said chain link fence, more or less parallel to Lessor's Track No. 47, a distance of seven hundred and forty-eight (748) feet more or less to the north line of West 57th Street; thence east along the north line of West 57th Street a distance of five hundred and thirty (530) feet to the point of beginning."

and containing 4.58 Acres more or less. The above described premises are shown and

designated upon the plan which is hereto attached and made a part hereof.

And it is hereby agreed between the Lessor and the Lessee as follows:

RENTAL

FIRST: Lessee hereby promises and agrees to pay as rental to the Lessor the sum of THREE (\$3.00) Dollars per annum, payable For the term

in advance, during the term of this lease, or until it shall be terminated as hereinafter specified. Provided that if any special assessment for paving, sewer, or other like public improvements, be levied against said premises during said term, the rental for the balance of the term shall be increased on the basis of ten (10%) per cent of the amount or amounts paid by the Lessor for such special assessment from the date or dates of the payment or payments; provided further that, if this lease be terminated at any time before the expiration of any period for which the rental shall have been paid in advance, the Lessor shall refund to the Lessee any such unearned rental, it being understood, however, that the rental due up to the date set for vacation as fixed by notice shall be considered as having been earned. And the Lessee further agrees to pay all general taxes (not including special assessments as above defined) that may be levied or assessed, or shall become due and payable after the date hereof, upon such premises, including any improvements now thereon, during said term, and all general taxes levied or assessed upon all improvements of the Lessee located thereon, for the payment of which the Lessor may become liable. It is understood and agreed that any taxes for which the Lessee is liable hereunder on property belonging to the Lessor, whether land or improvements, and for payment of which it may be legally liable, shall be paid in the first instance by the Lessor, and that the Lessee on receipt of bill therefor shall reimburse the Lessor for such payment within thirty (30) days from the date on which bills for same are rendered to the Lessee. It is understood that any taxes to be paid to the Lessor by the Lessee, as herein provided, shall, for the purposes of this Lease, be considered to cover the current calendar year in which bills therefor are received from the taxing authorities in the States of Michigan and Wisconsin and the prior calendar year in the States of Indiana and Illinois.

TAXES**MAINTENANCE
OF BUILDINGS,
ETC.**

SECOND: (a) It is understood that any and all buildings, structures, or personal property on said premises, other than those owned by the Lessee shall be taken in their present condition, maintained and repaired by the Lessee at its sole expense during the term of this lease and surrendered at the termination thereof in as good condition as when received, damage by the elements or acts of God excepted. It is understood that no alterations shall be made to any of the buildings or structures belonging to the Lessor without its written consent and approval, and any alterations and repairs thereto which shall be made during the term of the lease shall be at the exclusive expense of the Lessee. The property belonging to the Lessor covered by the foregoing is as follows, to wit:

CLEARANCES

(b) It is further understood that any and all buildings or structures which may be erected by the Lessee upon said leased premises shall be of good, substantial construction, and shall be built and maintained to the satisfaction of the Lessor; it being understood that the Lessee shall have no part of

LIENS

any building, or other structure, or pile any material, within the space of eight and one-half (8½) feet horizontally from the center of the nearest railroad track; nor within twenty-two and one-half (22½) feet, vertically, from the top of the rails of any railroad track and the Lessee agrees to maintain such premises and the buildings or structures located thereon, or material piled thereon, in a neat, orderly manner, all work to be done to the satisfaction of the Lessor.

(c) The Lessee promises and agrees to indemnify and save harmless the Lessor from any mechanic's lien or liens (or expenses connected therewith), placed upon any buildings or structures located upon the said leased premises, by reason of materials or labor furnished in the performance of any work undertaken by the Lessee hereunder, whether said buildings or structures shall, under the terms of this lease, be the property of the Lessor or of the Lessee, and to satisfy and discharge any such lien or liens.

CARE OF
LEASED
PREMISES

(d) The Lessee agrees to obey all laws and ordinances, state or municipal, relating to the care of the leased premises, and to keep the sidewalks and driveway approaches about the same free from snow and ice, hazards, or other obstructions, and in case any changes in or about said premises become necessary during said term in order that the same may be made to comply with any provision of law or ordinance, the same shall be made at the sole cost and expense of the Lessee; and the Lessee also further agrees not to place or permit to be placed any signs or advertisements, except such as pertain strictly to the Lessee's business, upon said premises or upon any buildings or structures located upon said leased premises.

DISTRRAINT
FOR RENT

(e) The Lessee agrees that the Lessor shall at all times have the right to distrain for rent due, and shall have a first lien upon all buildings, structures, or other personal property of the Lessee on said leased premises, whether exempt by law or not, as security for the payment of the rent herein reserved, and the faithful performance of the covenants herein contained, and in the event of default on the part of the Lessee in any respect under this lease, the Lessor shall have the right to take the said property and sell the same at public auction, giving like notice as is required by law for constable's sales, and from the proceeds of such sale to pay all rent, expenses, or other amounts which may at such time be due, and to pay over to the Lessee the surplus moneys arising from such sale.

RE-LETTING
SIGNS

(f) It is understood and agreed that the Lessor, at any time within sixty (60) days before the expiration or sooner termination of the term aforesaid, shall have the privilege of putting upon said premises a suitable notice for re-letting the same, and the Lessee will permit all persons, having written authority from the Lessor therefor, to view the said premises at all reasonable times during said period.

WASTE

(g) The Lessee agrees not to commit waste on said leased premises, and to permit the Lessor, or its agents, to enter upon said premises at reasonable times, and examine the condition thereof.

TRACK
CHANGE
OF
LOCATION

(h) The Lessor shall have the right, at any time during the term aforesaid, to change the location of any track, now or hereafter laid upon the said leased premises in any manner it deems necessary. And the Lessee agrees not to permit any railroad track or tracks other than such as are owned or controlled by the Lessor to be constructed, maintained or operated upon or across said described premises or any part thereof, without the written consent of the Lessor.

PURPOSE

THIRD: The Lessee agrees to use said leased premises for no other purpose than ~~to maintain~~ and use a fence, playground and baseball diamond.

NON-USER
ABANDON-
MENT

Non-user by the Lessee of the said premises for such purposes for sixty (60) consecutive days shall entitle the Lessor, at its election, to consider and treat the Lessee as having abandoned the same, and this lease as at an end.

INDEMNITY

FOURTH: Whereas, it is recognized by the parties hereto that the use and occupancy of said leased premises by the Lessee for the purposes above specified is extra-hazardous by reason of the proximity of said premises to the railroad tracks, ~~except to the extent not expressly prohibited by law,~~

DAMAGES TO
BUILDINGS,
PROPERTY,
ETC. BY
FIRE, ETC.

(a) The Lessee assumes all risk of and liability for loss, damage or injury to said demised premises, or to any property upon the same or upon premises adjacent thereto, or for injury to or death of any person being upon the same, or adjacent to the same in connection with the use thereof, by reason of fire, however caused, whether due to any act or acts, negligent or otherwise, of the Lessor or Lessee, or of their respective officers, agents or employees, or of any third party or otherwise; and the Lessee releases and agrees to indemnify and save harmless the Lessor and its successors and assigns from all claims and liability to others arising by reason of Lessee's failure to comply with the obligations assumed by the Lessee under the provisions of this paragraph. ~~Except to the extent not expressly prohibited by law,~~

DAMAGES TO
PERSONS

(b) It is covenanted and agreed by and between the parties hereto, that in respect of all loss or damage to property or in respect of injury to or death of persons, being in or upon the demised premises, or caused by or in connection with the use of the demised premises, (other than by fire, caused as aforesaid), the Lessee shall save the Lessor harmless from all losses, damages, claims and judgments growing out of the same excepting those resulting from the sole negligence of the Lessor, its agents or employees. ~~Except to the extent not expressly prohibited by law,~~

DEBRIS, ETC.
MUNICIPAL
ORDINANCES,
ETC.

(c) It is further agreed that the Lessee shall, during the term aforesaid, keep the premises free from all debris, inflammable, explosive and combustible material, including dry grass and weeds, and in a neat and sanitary condition, and to conform to all municipal ordinances and state laws regarding sanitation, fire and matters of like nature, and the Lessee agrees to save harmless and indemnify the Lessor from all claims and liability to others arising by reason of Lessee's failure to comply with the obligations assumed by the Lessee under the provisions of this paragraph.

ASSIGNING OR
SUBLETTING,
LESSOR'S
WRITTEN
CONSENT

FIFTH: The Lessee agrees not to assign this lease nor sublet said premises, or any part thereof, or grant the free use of same, without the written consent of the Lessor, and the Lessee does hereby disclaim all right to the possession of the said leased premises, or title or right thereto, other than by virtue of this lease.

**NO WAIVER BY
ACCEPTANCE
OF RENT, ETC.**

TENTH: (a) It is understood that the acceptance by the Lessor of the rent to be paid by the Lessee in installments, and upon the terms mentioned herein, shall in no way be taken or considered to be a waiver of any provision of this lease relative to the cancellation thereof.

**WAIVER
ONE BREACH
NO WAIVER OF
ANY OTHER**

(b) It is expressly understood that no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any other covenant, or of any succeeding breach of the same covenant.

**NO COVENANT
FOR QUIET
ENJOYMENT**

(c) It is expressly understood that nothing herein contained shall imply a covenant on the part of the Lessor to the Lessee for quiet enjoyment.

**NOTICE TO BE
GIVEN MAN-
AGER OF REAL
ESTATE AND
TAX**

(d) Any notice to the Lessor provided for herein shall be given only to its Manager of Real Estate and Tax, who, it is understood, constitutes its agent for all the purposes herein contained, provided that it may at any time designate another agent for any or all of such purposes.

**LEASE BIND-
ING UPON
HEIRS, ETC.**

(e) It is understood that this lease shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

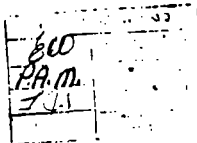
(f) It is understood and agreed that notwithstanding any printed provisions above, no additional improvements or buildings are to be constructed on the leased premises without the written consent of the Lessor.

(g) It is further understood and agreed that the Lessee will, at its sole cost and expense, install and maintain a six (6) foot high chain link fence on and along the north and northwest boundaries of the leased premises.

(h) It is further understood and agreed that the Lessee will arrange and pay for all utilities to serve the leased premises.

(i) This Lease Agreement will cancel and supersede Lease Agreement effective May 1, 1972 with the Lessee.

(EXECUTED IN DUPLICATE)



IN WITNESS WHEREOF the parties to this lease have hereunto set their hands, or caused the same to be signed by their authorized officers or agents, as of the day and year first above written

Signed and delivered in the presence of

E. A. Berrington
Witness to signature of Lessor

Lenora A. Mahonie
Witness to signature of Lessor Lessee

Approved: [Signature]
Assistant Corporation Counsel

Approved: Louise A. Gray
Assistant Comptroller, Real Estate

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -

By [Signature]
Its - Manager of Real Estate & Tax

CITY OF CHICAGO, a Municipal Corporation
of the State of Illinois -

By X [Signature]
City Comptroller

CONSENT TO SUBLEASE

GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation the LESSOR in Lease Agreement dated August 18, 1982 but effective May 1, 1982 (hereinafter referred to as the lease) of certain premises therein described, situated in the City of Chicago, County of Cook and State of Illinois, the LESSEE thereunder being CITY OF CHICAGO, a Municipal Corporation of the State of Illinois, hereby consents to the subleasing of said premises to CHICAGO PARK DISTRICT, a separate municipal corporation, the period of subleasing not to extend beyond April 30, 1985, further, that this consent is given subject to the following conditions:

1. The sublease shall be subject to all the terms and conditions of the original lease.
2. That the said Lessee shall, notwithstanding said subleasing, continue to be bound by all the terms and conditions of said original lease.
3. That the Lessor does not by consenting to the subleasing waive any of the terms of said original lease including its right to terminate the same on notice, nor as to the expiration of the term or other termination of said original lease, nor otherwise, nor authorize any further subletting of the leased premises or any part thereof.
4. The sublease shall not provide for a rental in excess of the rental stipulated in the original lease for like periods.

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -

By *F. J. [Signature]*
Its - Manager of Real Estate & Tax

Dated at Detroit, Michigan

This 5th day of April, 1983.

The SUBLESSEE hereby agrees to the foregoing terms and conditions of CONSENT TO SUBLEASE by GRAND TRUNK WESTERN RAILROAD COMPANY.

APPROVED AS TO FORM AND LEGALITY,
EXCEPT AS TO PROPERTY DESCRIPTION
AND EXECUTION.

[Signature]
Assistant Corporation Counsel

CITY OF CHICAGO
Approved

By *[Signature]*
City Comptroller

CHICAGO PARK DISTRICT,
a Separate Municipal Corporation -

By *[Signature]*
Its -

Approved:

[Signature]
Assistant Comptroller, Real Estate

LEASE--Short Form Lease No. 11007

Form C O N. 18

City of Chicago

This Agreement,Made this _____ day of _____
A. D. 19 _____, between The Chicago Home Missionary and Church Extension Societyas Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire building (excluding the pool area and the fourth (4th) floor gymnasium for a total of approximately 24, 182 square feet for use as a community service center for the Department of Human Services located at 1935 S. Halsted.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 1985, and ending on the 31st day of May A. D. 1986. Lessee has the right to terminate this lease upon sixty (60) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at c/o C.E. McKee, 77 W. Washington St., Rm. 1806, Chicago, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.
For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Assistant Corporation Counsel
Director, _____
Real Estate AGOGX

By: _____
The Chicago Home Missionary and Church
Extension Society
CITY OF CHICAGO

By: _____
Comptroller,

Approved: _____
Commissioner, Department of Human Services

(Continued from page 19454)

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Remove peeling paint off the east wall of operation on the first floor prior to execution of lease.

Provide for heat, between the hours of 8:00 A.M. to 10:00 P.M. Monday thru Friday and on Saturday, when necessary and maintain heating plant and equipment in good operable condition.

Pay up to fifty percent (50%) of all heating costs.

Provide and maintain sump pumps.

Provide and maintain elevator service.

Lock and secure swimming pool area from use of Lessee.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial Service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain interior and exterior of building, including all mechanical components of demised premises.

Comply with all provisions of Chicago Municipal Building Code in repair, construction and maintenance of the demised premises.

Pay all real estate taxes and other levies assessed against said premises with deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee Under This Lease Shall:

Pay for electricity as metered including electricity for air conditioning units.

Pay up to fifty percent (50%) of all heating costs.

Provide and pay for exterminator service when necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for repairs for damage to said premises caused by acts of vandalism which occur during hours of operation.

Additional Terms and Conditions:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

In the event of breach of any of the covenants, terms, and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessor at the address cited herein. Failure or neglect of the Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any alterations, repairs or services as required by this lease or fail to remove and/or correct any fire hazards or health hazards or any violations of the Municipal Building Code not caused by acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Department of Police/Beat Representative Program.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from CAMCO Inc., as agents for Capital Associates Development Corporation, as lessor, for approximately 1,578 square feet of office space located on the ground floor at 40 East 47th Street, for use by the Department of Police/Beat Representative Program, as lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 19466 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Seven Hundred Eighty and no/100 (\$780.00) Dollars per month for the period beginning on the 1st day of April, 1985 or date of occupation, whichever occurs later, (with said rental rate being prorated on a per diem basis, if initial term does not commence on the first day of a month) and ending on the 31st day of March, 1986;

Eight Hundred Nineteen and no/100 (\$819.00) Dollars per month for a period beginning on the 1st day of April, 1986 and ending on the 31st Day of March, 1987;

Eight Hundred Fifty-nine and no/100 (\$859.00) Dollars per month for a period beginning on the 1st day of April, 1987 and ending on the 31st day of March, 1988.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Camco, Inc., 566 West Adams, 6th floor, Chicago, Illinois, 60606.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

(Continued on page 19467)

LEASE--Short Form Lease No. 12029

Form C O No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between CAMCO, Inc., as agents for Capital Associates Development Corporation_____, as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,578 square feet of office space located on the ground floor at 40 East 47th Street for the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April or date of occupation March A. D. 1985, and ending on the 31st day of March A. D. 1988. Lessee has the right to terminate this lease upon thirty (30) days prior written notice at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at CAMCO, Inc., 566 West Adams, 6th floor, Chicago, IL 60606 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof For Rental Payment, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and LesseeSee Rider Attached Hereto and Made aPart Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Assistant Corporation Counsel.
Director, _____
Real Estate Clerk

CAMCO, Inc., as agents for Capital Associates Development Corporation

By _____
Comptroller,

Approved: _____
Superintendent, Department of Police

(Continued from page 19465)

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide two sleeve air-conditioning units and maintain the same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be constructed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for plate glass insurance.

Additional clauses to be included in lease:

It is mutually agreed and understood by and between the parties hereto that the renumberation mentioned in the Lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this Lease, the sole remedy of Lessor shall be for possession of the demised premises.

In the event of breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon notice by certified or registered mail to the Lessor at address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not be constituted or be construed as a waiver of subsequent breach by the Lessor or of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE
AGREEMENTS FOR CERTAIN PRIVATELY-OWNED
PROPERTY.

The Committee on Leases submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing the City Comptroller to execute lease agreements for certain privately-owned property used for various municipal purposes.

On separate motions made by Alderman Kellam, 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

Department of Human Services.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between Rick J. Baschetti, Sole Beneficiary of LaSalle National Bank and Trust, Trust No. 109540, dated March 3, 1985, as lessor, and the Department of Human Services, as lessee, for approximately 5,800 square feet of ground floor office space located at 961 W. Montana, such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed
on page 19470 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Three Thousand One Hundred Forty-one and 66/100 Dollars (\$3,141.66) per month for the period beginning on the 1st day of October, 1985 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of September, 1986;

Three Thousand Three Hundred Thirty and 16/100 Dollars (\$3,330.16) per month for the period beginning on the 1st day of October, 1986 and ending on the 30th day of September, 1987;

(Continued on page 19471)

LEASE--Short Form Lease No. 11018

Form C O No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Rick J. Baschetti, Sole Beneficiary of LaSalle National Bank Trust,
Trust No. 109540, dated March 3, 1985as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 5,800 square feet of office space on the ground floor located at 961 W. Montana for use by the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October
or date of occupation September
A. D. 1985, and ending on the 30th day of September A. D. 1990. Lessee has the right to
terminate this lease upon ninety (90) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Rick J. Baschetti, 3711 S. California, Chicago, IL 60632 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto

And Made A Part Hereof.
Provisions See Rider Attached Hereto and Made A Part Hereof.

Assessments for water tax
levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A Part

Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Director, _____
Real Estate ~~XXXX~~

Approved: _____
Commissioner, Department of Human Services

By: _____
Rick J. Baschetti, Sole Beneficiary of LaSalle National Bank Trust, Trust No. 109540, Dated March 3, 1985

By: _____
Comptroller,

(Continued from page 19469)

Three Thousand Five Hundred Twenty-eight and 33/100 Dollars (\$3,528.33) per month for the period beginning on the 1st day of October, 1987 and ending on the 30th day of September, 1988.

Three Thousand Seven Hundred Thirty-six and 16/100 Dollars (\$3,736.16) per month for the period beginning on the first day of October, 1988 and ending on the 30th day of September, 1989;

Three Thousand Nine Hundred Fifty-eight and 50/100 Dollars (\$3,958.50) per month for the period beginning on the 1st day of October, 1989 and ending on the 30th Day of September, 1990.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Rick J. Baschetti, 3711 South California,, Chicago, Illinois, 60632.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Construct remodeled office space on the ground floor which shall include the following:

- four offices
- one conference room
- two washrooms
- clerical pool
- reception area
- passenger elevator
- eight foot ceiling
- waiting area
- ramp entranceway

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide central air-conditioning in office space whenever required for comfortable occupancy; maintain plants and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and maintain automatic passenger elevator service at all times.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving

of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide exterminator service on a quarterly basis.

Provide use of loading dock and maintain same.

Maintain interior and exterior of building, including maintenance of all mechanical components which includes automatic sprinkler system.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit, with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for air conditioning.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for repairs for damage to said premises caused by acts of vandalism which occur during hours of operation.

Additional terms and conditions:

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease or fail to remove and correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental

herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of breach of any covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions, of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Department of Police/Beat Representative Program.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Orner, Shayne, Reizner, Inc., agents for Florence A. Lorenz (sole owner), as lessor, for approximately 1,170 square feet of office space located on the ground floor at 2300 East 71st Street, for use by the Department of Police, Beat Representative Program, such lease to be approved by the Superintendent of the Department of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed
on page 19474 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Director of Real Estate, Department of Finance, 320

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LEASE-Short Form Lease No. 12030

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 1985, between Orner, Shayne, Reizner, Inc., Agent for Florence A. Lorenz (sole owner), _____

as Lessor,
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,170 square feet of office space located on the ground floor at 2300 East 71st Street for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May or date of occupation April A. D. 1988. Lessee has the right to terminate this lease upon sixty (60) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Orner, Shayne, Reizner, Inc., 220 E. Garfield Blvd., Chicago, Illinois 60615 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made a Part Hereof.
~~Provisions See Rider Attached Hereto And Made a Part Hereof.~~
~~Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee~~

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a
Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
 Director,
 Real Estate BOARD

By: _____
 Orner, Shayne, Reizner, Inc., Agent for
 Florence A. Lorenz, (sole owner)

By: _____
 Comptroller,

Approved: _____
 Superintendent, Department of Police

(Continued from page 19473)

North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Four Hundred Fifteen and no/100 Dollars (\$415.00) per month for the period beginning on the 1st day of May, 1985 or date of occupation, whichever occurs later, (with said rental rate being prorated on a per diem basis, if initial terms does not commence on the first day of a month) and ending on the 30th day of April 1986;

Four Hundred Thirty and no/100 Dollars (\$430.00) per month for the period beginning on the 1st day of May, 1986 and ending on the 30th day of April, 1987;

Four Hundred Fifty and no/100 Dollars (\$450.00) per month for the period beginning on the 1st day of May, 1987 and ending on the 30th day of April, 1988.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Orner, Shayne, Reizner, Inc., 220 East Garfield Blvd., Chicago, Illinois, 60615.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide hot water and maintain said air conditioning unit in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Install water meter in demised premises for water being used by air conditioning unit.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$300,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the lessor shall mail to the lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Pay for domestic water as metered on said premises after water meter has been installed in demised premises.

Provide and pay for plate glass insurance on said demised premises.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of lessor shall be for possession of the demised premises.

In the event the lessor should fail to furnish any of the alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the lessee, and the failure continues ten (10) days after lessee has notified the lessor by written notice of such failure, the lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the lessor written notice by certified or registered mail at the address cited herein.

In the event of any breach of the covenants, terms and conditions contained herein by the lessor, lessee shall have the right to terminate this lease immediately upon notice by certified or registered mail, to lessor at the address cited herein. Failure or neglect of lessee to act upon a breach of one or more of the covenants, terms and conditions of this

lease shall not constitute or be construed as a waiver of subsequent breach by the lessor or any right created thereby.

Department of Police/Office of Professional Standards.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between Jules M. Laser, as agent with power of direction for beneficiaries of First State Bank and Trust Company of Park Ridge Trust, Trust No. 1246, dated November 2, 1981, as lessor, and the Department of Police, Office of Professional Standards, as lessee, for approximately 9,553 square feet of ground floor office space located at 1024 S. Wabash; such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 19478 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Seven Thousand Five and no/100 Dollars (\$7,005.00) per month for the period beginning on the 1st day of November, 1985 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending the 31st day of October, 1986;

(Continued on page 19479)

LEASE--Short Form Lease No. 12031

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 19____, between Jules M. Laser, As Agent with Power of Direction for Beneficiaries of First State Bank & Trust Company of Park Ridge Trust, Trust No. 1246, dated November 2, 1981
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 9,553 square feet of office space located on the ground floor at 1024 S. Wabash for use by the Department of Police, Office of Professional Standards.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1985, and ending on the 31st day of October A. D. 1990. Lessee has the right to terminate this lease ninety (90) days prior written notice after thirty six (36) months from date of occupation.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Jules M. Laser, c/o Wabash Management Corp., 189 W. Madison St. 14th Floor Chicago, IL 60602 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.
 For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.
 Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within 20 days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made A
Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
 Director, _____
 Real Estate AGROCK

Approved: _____
 Superintendent, Department of Police

By: _____
 Jules M. Laser, As Agent with Power of Direction for Beneficiaries of First State Bank & Trust Company of Park Ridge Trust, Trust No. 1246, dated November 2, 1981.

By: _____
 Comptroller

(Continued from page 19477)

Seven Thousand Three Hundred Fifty-five and no/100 Dollars (\$7,355.00) per month for the period beginning on the 1st day of November, 1986 and ending on the 31st day of October, 1987;

Seven Thousand Seven Hundred Twenty-two and no/100 Dollars (\$7,722.00) per month for the period beginning on the 1st day of November, 1987 and ending on the 31st day of October, 1988;

Eight Thousand One Hundred Twelve and no/100 Dollars (\$8,112.00) per month for the period beginning on the 1st day of November, 1988 and ending on the 31st day of October, 1989;

Eight Thousand Five Hundred Eighteen and no/100 Dollars (\$8,518.00) per month for the period beginning on the 1st day of November, 1989 and ending on the 31st day of October, 1990.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to Jules M. Laser, c/o Wabash Management Corporation, 189 West Madison Street, 14th floor, Chicago, Illinois 60602.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Construct the following renovation prior to execution of lease:

Walls, Doors and Layout:	To be construed substantially in conformance with the space plan.
Washrooms:	All facilities to be located per the space plan.
Carpeting:	All new throughout.
Heating, ventilating, and air-conditioning:	Central air-conditioning system capable of maintaining a comfortable working environment.
Ceiling and Lighting:	New accoustical tiles shall be provided throughout, along with new recessed fluorescent lighting as determined by landlord.
Painting:	All walls shall be painted using colors selected by the tenant from samples provided by the landlord.
Window Treatments:	All new window blinds shall be provided and installed by landlord.

Electrical and Telephone

One Duplex Electrical outlet and one Outlets: telephone outlet consisting of 1-inch conduit, but no less than 3/4-inch conduit, to be provided at each work station as per space plan.

Each enclosed office, conference room and lunch room to be provided with no less than two electrical duplex outlets and one telephone outlet consisting of 1-inch conduit, but no less than 3/4-inch conduit.

Decorating Allowance:

An amount equal to \$2,000.00 shall be paid by the landlord to be used for upgrades and decorating. This amount may be used for carpeting upgrades or wall coverings, etc.

Landlord to Provide:

Quarterly cleaning/washing of all exterior and interior windows and window blinds.

\$500.00 allowance for window sign.

Outside entrance lighting adequate for night time office hours.

Landlord to provide and install:

Electric buzzer and bell (2-way system) in reception area.

36-inch square clear glass window in reception area vestibule on south wall.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air-conditioning and maintain the same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be constructed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Lessee under this lease shall:

Pay for electricity as metered including electricity for central and air- conditioning.

Provide and pay for plate glass insurance.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease, or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon twenty (20) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

AUTHORITY GRANTED FOR EXECUTION OF LEASE
AGREEMENT WITH CHICAGO PAN AMERICAN
FESTIVAL FOR USE OF CITY-OWNED
PROPERTY.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Director of the Office of Special Events to execute an agreement with Chicago Pan American Festival for lease of Olive Park for purposes of holding a festival.

On motion of Alderman Kellam, 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Director of the Office of Special Events, subject to approval by the City Comptroller and review as to form and legality by the Corporation Counsel, is hereby authorized to execute an agreement between the City of Chicago and the Chicago Pan American Festival, a joint venture, for the lease of Olive Park for a festival to be held on August 23, 24 and 25, 1985, said agreement to be substantially in the following form:

Agreement.

This Agreement made and entered into this _____ day of August, 1985, by and between the City of Chicago, a municipal corporation and home rule unit of the State of Illinois, through its Office of Special Events ("City"), and Chicago Pan American Festival ("CPF"), a joint venture between Caravan Productions, Inc. ("Caravan") an Illinois corporation with offices at 640 North LaSalle Street, Chicago, Illinois, 60610, and Henry Cardenas and Associates, Inc. ("Cardenas"), with offices at 3946 West North Avenue, Chicago, Illinois, 60647.

Witnesseth:

Whereas, CPF desires the use of Olive Park, located in the City of Chicago, Illinois ("Olive Park") on August 23, 24 and 25, 1985, for purposes of conducting a festival to be known as the Chicago Pan American Festival ("Festival"); and

Whereas, It is in the public interest to devote Olive Park to public uses including the uses of recreation and entertainment;

Now, Therefore, it is mutually agreed by and between the parties hereto as follows:

1. The City shall lease Olive Park to CPF for the purposes of conducting the Festival on August 23, 24 and 25, 1985.
2. CPF shall indemnify, protect, defend, and hold harmless the City, its agents, officers, employees, and departments from any and all claims, demands, causes of action, costs of whatever kind, which arise directly or indirectly out of CPF's operation of the Festival.
3. CPF shall, within 24 hours after the completion of the Festival on August 25, 1985, return Olive Park to the same condition it was in prior to the Festival. The City shall have the right to inspect and/or supervise CPF's clean-up operation. The completion of restoration of Olive Park to the same condition it was in prior to the Festival shall be determined by the City. CPF agrees to pay all costs of the City which arise out of any inspection or supervision. CPF further agrees to pay all costs which the City incurs as a result of CPF's non-compliance with this provision.
4. CPF shall obtain all necessary approvals, permits, licenses, authorizations and assurances prior to conducting the Festival.
5. CPF shall comply with all applicable laws, ordinances, rules and regulations of any governmental body or agency having jurisdiction over Olive Park.
6. CPF shall obtain a surety bond with a City-approved surety company, in favor of the City, sufficient to meet its obligations pursuant to paragraph 2 above. The surety bond shall be delivered to the City prior to the commencement of the Festival. Notwithstanding any City approval of a surety bond obtained by CPF, CPF's duty to indemnify the City, shall at all times relevant to this Agreement, be absolute, unconditional and binding upon CPF.
7. CPF shall obtain additional insurance including but not limited to public liability, workers compensation and dram shop insurance in commercially reasonable amounts as is necessary to meet its obligations pursuant to paragraph 2 above, naming the City as an additional insured.
8. CPF shall pay to the City on or before August 30, 1985 a rental and service fee of five percent (5%) of the gross receipts of the Festival as remuneration for the lease of Olive Park and City services provided. Gross receipts shall mean all income and receipts of the Festival, from whatever source derived, including but not limited to entrance fees, vendor and contractor fees.
9. CPF shall keep true, complete, and accurate accounts, records, books and data in accordance with generally accepted accounting procedures consistently applied, which shall show all income, receipts and expenses in connection with the Festival. Such accounts, records, books and data shall be available for inspection and examination by a designated representative of the City upon the City's request as may be deemed necessary

for a full and complete audit of all business transacted by CPF in connection with its operation of the Festival.

10. If any provision or part of this Agreement is deemed invalid under any applicable ordinance or rule of law, such provision or part shall be, to the extent involved, deemed inoperative and all remaining provisions or parts shall remain in full force and effect. The invalidity of any one or more phrases, sentences, clauses, or sections of this Agreement shall not affect the validity or enforceability of any other part hereof.

11. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

Wherefore, the parties hereto have executed this Agreement as of the date first set forth above.

[Signature forms omitted for printing purposes.]

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

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE AGREEMENT
WITH THE GERBER/MGM COMPANY FOR USE OF CERTAIN
CITY-OWNED PROPERTY.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller to execute a lease agreement with The Gerber/MGM Company for property located at 3026 South California Avenue and for use of floor space at the Municipal Contagious Disease Hospital.

On motion of Alderman Kellam, 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute a lease on behalf of the City of Chicago, a municipal corporation, as lessor, with The Gerber/MGM Company a joint venture, in connection with the television episodic series presently "Lady Blue", as lessee, located at the Municipal Contagious Disease Hospital, Building 2, second (2nd) floor and the Service Building located at 3026 South California to be used solely for the purpose of filming a motion picture; such lease to be approved by the Commissioner, Department of Public Works and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page
19486 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Location Provision.

Lessor, hereby grants to Lessee the exclusive use of certain portions of buildings in the building complex known as the Contagious Disease Center generally described as follows:

(A) In building 2:

- (1) The second floor; and
- (2) The rear balcony

(B) In the service building:

- (1) The first floor (formally known as the "Lunchroom");
- (2) The hallway and rooms on either side of the hallways (excluding two chapels and certain small storage rooms near said chapels) other than on the first floor;
- (3) Basement corridor (to be used for "walk and talk" filming as required by Lessee);
- (4) The rear exit of the service building; and
- (5) The second floor (option to use as required by Lessee upon notice).

(C) Use of parking facilities immediately adjacent to the aforementioned building for use by company, its equipment and production vehicles.

Notwithstanding anything to the contrary herein, the uses granted Lessee herein for all hallways, corridors and parking facilities are on a non-exclusive basis; provided, however, that it is understood by the parties hereto that such non-exclusive use of such hallways, corridors and parking facilities may at times restrict or prevent the access to, use of and egress from said facilities by others.

(Continued on page 19487)

LEASE (ILLINOIS)
Lease No. 50007

This Indenture, Made this _____ day of _____

A. D. 19 _____ Between City of Chicago, A Municipal Corporation _____

party of the first part and The Gerber/MGM Company, A Joint Venture
in connection with the television episodic series presently "Lady Blue"
party of the second part

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in the City of Chicago County of Cook and State of Illinois, known and described as follows:
Municipal Contagious Disease Hospital, Building 2, second floor, and Service Building, located at 3026 South California to be used solely for the purposes of filming a television series.

For term of lease provisions See Attached Rider Hereto And Made a Part Hereof.

XXXXXXXXXXXX And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST. ~~For Rental~~ For Rental Rental Payment Provisions See Rider Attached
Hereto And Made A Part Hereof.

[illegible]

SECOND.—That he has examined and know the condition of said premises; and has received the same in good order and repair, and that it will keep said premises in good repair during the term of this lease, at Lessor's own expense; and upon the termination of this lease will yield up said premises to said party of the first part in the same condition as it received said premises (Loss by fire and ordinary wear excepted)

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For Additional Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A Part Hereof.

The party of the second part hereby irrevocably constitutes _____ of any attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality:

By: _____ (SEAL)
City Comptroller

By: _____ (SEAL)
Director, _____ Real Estate

By: _____ (SEAL)
The Gerber/MGM Company, A Joint Venture

By: _____
Commissioner, Department of Public Works

(Continued from page 19485)

Included in said grant is use of, access to and egress from said premises for Lessee, its personnel and equipment and the right to use any portion of the premises at any time during the term of this lease, and the right to alter the premises, subject to Chicago Municipal Building Code.

The premises may be used by Lessee for all activities in connection with its business of filming the above-entitled television series and such activities shall include, without limitation, erecting and maintaining motion picture sets and structures, storing equipment and of photographing said premises (both exterior and interior shots); sets and structures and/or recording sounds for such scenes as Lessee may desire.

Rental Payment Provisions.

The Term of said lease shall be from June 19, 1985 through September 30, 1985 ("first period"); provided, however, Lessor grants Lessee successive irrevocable option(s) to extend said term lease on a week-to-week basis through November 30, 1985 ("extension(s)") upon notice from Lessee.

Lessee agrees to pay Lessor at the office of the City Comptroller as rent for said premises at the rate of Fifty Dollars (\$50.00) per day (including Saturday and Sunday) which sum shall be payable as follows:

- A) During the first period, payable monthly in advance upon the first day of each and every month therein (except that since Lessee's occupancy of the premises begins on other than the first day of June, Lessee shall pay Lessor on said first day of occupancy, rent for the days which it occupies premises during June, 1985.)
- B) In the event that Lessee has exercised one or more of its options to extend the term hereof, Lessee shall pay Lessor Fifty Dollars (\$50.00) payable weekly in advance on the first business day of the relevant week for which Lessee has exercised an option for extension.

Lessor and Lessee Responsibilities.

Lessee Under this lease shall:

Be responsible for securing all necessary repairs required by any present or future statute of the State of Illinois, or ordinance of the City of Chicago associated with Lessee's use of the demised premises.

Pay for the restoring of electricity and domestic water at demised premises.

Keep in force during the term of this lease, insurance issued by responsible insurance companies in the amount of \$5,000,000 combined single limit, with the City to receive a certificate of insurance for said insurance prior to lease execution.

Provide and pay for security, custodial and janitorial service.

Not use said premises for any type of fund raising activities.

Comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction, and maintenance of the demised premises.

Indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's operation and control of the premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the premises or elsewhere. Further, Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors or employees. Said indemnification shall include all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim of any action or proceeding brought thereon. Should any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor. Any judgments rendered against the Lessor and any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Upon vacating the premises, Lessee shall leave said premises in substantially as good condition as when received by it, reasonable wear, tear and use of said premises for the purpose herein permitted. Any alterations that Lessee has made to demised premises at the option of Lessor will be removed at the term of this lease.

Additional clauses to be included in lease:

Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's Business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers or any other person in or about the premises. In addition, the Lessor shall not be liable for injury to the Lessee, Lessee's employees, agents, or contractors if damage or injury results from the following: fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures.

Furthermore, the Lessor shall not be liable for injury from any other cause whether this damage or injury results from conditions arising upon building premises or upon portions of said premises. Also, Lessor is not to be held liable for injury from other sources regardless of the cause of such damage or injury or any repairs that may result. Lessor shall not be liable for any damages arising from any act of neglect of any other tenant occupying the demised premises.

Lessee immediately upon demand shall pay for any damage to pipes, wiring, electric lights, fixtures, appliances or appurtenances of said premises or to the building caused by and act or neglect of Lessee or by any employees, agents, contractors, subcontractors or invitees of the Lessee.

In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve any notice or demand upon the other party, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed as follows to the Lessor, Director of Real Estate, City Comptroller's Office, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such place as the Lessor from time to time may appoint or if to Lessee, The Gerber/MGM Company, 10202 West Washington Blvd., Culver City, California, 90230, Attention: Legal Department.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

In the event the Lessee should fail to furnish any of the alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessor, and the failure continues ten (10) days after Lessor has notified the Lessee by written notice of such failure, the Lessor may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and add the cost and expense thereof to rental herein due under this lease or, immediately terminate this lease by providing the Lessee written notice by certified or registered mail at the address cited herein.

In the event of any breach of any of the covenants, terms or conditions contained herein by the Lessee, the Lessor shall have the right to terminate this lease immediately upon giving written notice to the Lessee at the premises. Failure or neglect of the Lessor to act upon a breach of one or more to the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver or subsequent breach by the Lessee of any right created hereby.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. *TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.*

*Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
W. DAVIS (27th Ward)	West Randolph Street at 841 -- 6:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays;
HANSEN (44th Ward)	North Lincoln Avenue (east side) 50 feet at 2847 -- 2851 -- 6:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays.

*Referred -- RESTRICT MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTION ON SPECIFIED PUBLIC WAYS.*

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, in specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
EVANS (4th Ward)	South Forrestville Avenue from East 44th Street to East 43rd Street -- northerly;
HUTCHINSON (9th Ward)	South Dauphin Avenue from East 107th Street to East 103rd Street -- northerly; South Yale Avenue from 127th Street to 119th Street -- northerly;
MAJERCZYK (12th Ward)	West 44th Street from South Troy Street to South Western Avenue -- easterly.

*Referred -- DISCONTINUE RESTRICTION ON MOVEMENT OF VEHICULAR
TRAFFIC ON PORTION OF SOUTH SEELEY AVENUE.*

Alderman Sheahan (19th Ward) presented a proposed ordinance to discontinue the restriction imposed on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions on South Seeley Avenue between West 97th Street and West 95th Street -- northerly, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PARKING OF VEHICLES PROHIBITED AT ALL
TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
ROTI (1st Ward)	West 30th Street (north side) at 342 (except for handicapped);
HUTCHINSON (9th Ward)	South Forest Avenue (west side) at 10446 (except for handicapped); East 107th Street at 214 (except for handicapped);
VRDOLYAK (10th Ward)	South Buffalo Avenue at 10949 (except for handicapped); South Avenue G at 10929 (except for handicapped);
BURKE (14th Ward)	South Mozart Street at 6319 (except for handicapped);
STREETER (17th Ward)	South Emerald Avenue at 7630 (except for handicapped); West 72nd Place (south side) at 1459 (except for handicapped);
KELLEY (20th Ward)	South Vernon Avenue (west side) at 6940 (except for handicapped);
SHERMAN (21st Ward)	South May Street (east side) at 8631 (except for handicapped); South May Street at 8946 (except for handicapped);

Alderman	Location and Distance
	South Laflin Street at 8844 (except for handicapped);
MARZULLO (25th Ward)	West 17th Street (north side) from South Damen Avenue to the first alley east thereof;
W. DAVIS (27th Ward)	West Carroll Avenue (north side) at 3414 (except for handicapped);
SMITH (28th Ward)	West Congress Parkway at 4328 (except for handicapped);
HAGOPIAN (30th Ward)	West Warwick Avenue (south side) at 4747 (except for handicapped);
GABINSKI (32nd Ward)	West Dickens Avenue at 2048 (except for handicapped).

Referred -- PARKING OF VEHICLES PROHIBITED AT SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

Alderman Stone (50th Ward) for Alderman Madrzyk (13th Ward) presented two proposed ordinances to prohibit the parking of vehicles at specified hours, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Distance and Time
West 64th Street (both sides)	From the first alley east and west of South Keating Avenue -- 6:00 A.M. to 6:00 P.M.;
West 65th Street (north side)	From the alley east and west of South Keating Avenue -- 6:00 A.M. to 6:00 P.M.;

Referred -- AMEND PROHIBITION AGAINST PARKING OF VEHICLES
DURING SPECIFIED HOURS ON PORTION OF WEST BELMONT
AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to prohibit the parking of vehicles on north side of West Belmont Avenue from North Pacific Avenue to North Pioneer Avenue -- 8:00 A.M. to 10:00 A.M. -- Mondays thru Fridays (instead of from North Pacific

Avenue to North Cumberland Avenue) which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUE PROHIBITION AGAINST PARKING OF
VEHICLES AT ALL TIMES ON PORTION OF WEST
32ND STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on north side of West 32nd Street from a point 56 feet west of South Normal Avenue to a point 25 feet west thereof (506 West 32nd Street) handicapped permit 678, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF "RESIDENT PERMIT PARKING" ZONES
FOR VEHICLES AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish "Resident Permit Parking" zones for vehicles at all times at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>PUCINSKI</i> (41st Ward)	North Nottingham Avenue (both sides) at 5400; West Wilson Avenue in front of 8763 and 8760;
<i>MC LAUGHLIN</i> (45th Ward)	West side of the 5700 block of North Parkside Avenue to the first alley south on North Elston Avenue.

Referred -- ESTABLISHMENT OF DIAGONAL PARKING ON
PORTION OF WEST DICKENS AVENUE.

Alderman Damato (37th Ward) presented a proposed order to permit diagonal parking in front of 5851 West Dickens Avenue from the east property line to the west property line, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMEND IMPOSED SPEED LIMITATION ON PORTION OF
SOUTH KEDZIE AVENUE.

Alderman Stone (50th Ward) for Alderman Madrzyk (13th Ward) and Alderman Kellam (18th Ward) presented a proposed ordinance to reduce the speed limit on South Kedzie Avenue from West 73rd Street to West 79th Street to 30 miles per hour (instead of 35 miles per hour), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMIT PARKING OF VEHICLES DURING
SPECIFIED HOURS ON PORTION OF NORTH
KEATING AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods on the east side of North Keating Avenue from West Peterson Avenue to the first alley north thereof -- 8:00 A.M. to 8:00 P.M., 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>HUTCHINSON</i> (9th Ward)	South Edbrooke Avenue and East 113th Street -- "3-Way Stop";
<i>STONE</i> for <i>MADRZYK</i> (13th Ward)	South Keating Avenue and West 64th Street -- "Stop";
<i>BURKE</i> (14th Ward)	South Albany Avenue and West 52nd Street northbound traffic on South Albany Avenue -- "Stop"; South Talman Avenue and West 58th Street -- "Stop"; West 53rd Street and South Albany Avenue -- "3-Way Stop"; West 57th Street and South Francisco Avenue -- "Stop";
<i>BRADY</i> (15th Ward)	Entrances to north-south alleys between South California Avenue and South Fairfield Avenue from West 63rd Street

Alderman

Location and Type of Sign

to West 65th Street -- "Thru Traffic Prohibited";

West 65th Street and South Fairfield Avenue -- "4-Way Stop";

STREETER (17th Ward)

South Sangamon Street at 77th Street -- "Stop";

West 74th Street at South Aberdeen Street -- "Stop";

West 70th Street at South Lowe Avenue -
- "Stop";

West 72nd Street and South Emerald Avenue -- "Stop";

West 72nd Street at South Peoria Street -
- "Stop";

West 76th Street at South Wood Street --
"Stop";

West 81st Street at South Perry Avenue -
- "Stop";

HAGOPIAN (30th Ward)

North Avenue and Diversey Avenue - -
"No Turn on Red" -- 7:00 A.M. to 7:00
P.M. -- Mondays through Sundays;

NARDULLI (26th Ward)

North Ada Street at West Huron Street--
"Stop";

PUCINSKI (41st Ward)

North-south alley west of North Cumberland Avenue between West Lawrence Avenue and West Leland for southbound traffic -- "No Right Turn Arrow";

West Leland Avenue and Maria Court --
"4-Way Stop";

HANSEN (44th Ward)

North Lake Shore Drive (inner drive) and West Hawthorne Place at Lake Shore Drive -- "2-Way Stop";

Alderman	Location and Type of Sign
MC LAUGHLIN (45th Ward)	West Strong Street and North Mobile Avenue-- "4-Way Stop";
STONE (50th Ward)	West Howard Street and North Western Avenue on the southeast corner -- "No Turn on Red".

Referred -- REMOVAL OF "ONE-HOUR PARKING" SIGN ON
PORTION OF SOUTH KEDVALE AVENUE.

Alderman Majerczyk (12th Ward) presented a proposed order to remove a one- hour parking sign on the east side of South Kedvale Avenue from West 47th Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUE WEIGHT LIMITATION OF FIVE TONS FOR
VEHICLES ON PORTION OF WEST 36TH STREET.

Alderman Majerczyk (12th Ward) presented a proposed ordinance to discontinue the fixed weight limit of 5 tons for trucks and commercial vehicles on West 36th Street, from South California Avenue to South Sacramento Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The alderman named below presented three proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN BLOOM (5th Ward):

To classify as an R5 General Residence District instead of a B4-4 Restricted Service District the area shown on Map No. 16-C bounded by

East 67th Street; the alley next east of South Jeffery Avenue; a line 197 feet south of East 67th Street; and South Jeffery Avenue.

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-G bounded by

a line 48 feet west of and parallel to South Lituanica Street; the center line of West 35th Place; the center line of South Lituanica Street; and a line 130 feet north of and parallel to West of 35th Place.

BY ALDERMAN OBERMAN (43rd Ward):

To classify as a B2-3 Restricted Retail District instead of a C1-3 Restricted Commercial District the area shown on Map No. 7-F bounded by

a line 30 feet south of West Schubert Avenue; the alley next east of and parallel to North Halsted Avenue; and a line 325 feet south of West Schubert Avenue.

3. CLAIMS.

Referred-- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 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
<i>BLOOM</i> (5th Ward)	2038-2048 E. 72nd Place Condominium Association; The Paxton Condominium, Incorporated; 1400-1412 E. 56th Street Condominium Association; Hedgerow Condominiums; Paxton Arms Condominium Association;
<i>BEAVERS</i> (7th Ward)	Albert Ferguson;
<i>STONE</i> for <i>MADRZYK</i> (13th Ward)	Springfield Court Condominium Association;
<i>NARDULLI</i> (26th Ward)	Peter Walczynski;

Alderman

GABINSKI for *MELL* (33rd Ward)*CULLERTON* (38th Ward)*LAURINO* (39th Ward)*NATARUS* (42nd Ward)*OBERMAN* (43rd Ward)*MC LAUGHLIN* (45th Ward)*ORBACH* (46th Ward)

Claimant

Boston Department Store;

Maryville Condominium Association;

Mark Alex Lutzow;

Carl Sandburg Village, Condominium
Association No. 1;2016 Cleveland Condominium
Association;

399 Corporation;

1300 Lake Shore Drive Condominiums

915-925 W. Shubert Condominium
Association;1448 N. Lake Shore Drive Building
Corporation;317 W. Belden Condominium
Association;

Warwick Condominium Association;

The 1550 State Parkway
Condominium Association;

The Brownstone Condominiums;

916-918 Fullerton Parkway
Condominium Association;

Lanai Courts Association;

Fountainaire Condominium;

Keystone Manor Condominium
Association;663 West Grace Condominium
Association;

740-742 Bittersweet Association;

Alderman

Claimant

Gill Park Cooperative;

Clarendon Lakeside Condominium
Association;

Addison Building Corporation;

SCHULTER (47th Ward)4414-4416 N. Ashland Condominium
Association;

2049 Ainslie Condominium;

Saxony Court Condominium
Association;*VOLINI* (48th Ward)

5445 Edgewater Plaza Condominium;

6251-6253 N. Glenwood Condominium
Association;

Tiara Homeowners' Association;

6118 N. Sheridan Road Condominium
Association;Shore Manor Condominium
Association;5757 N. Sheridan Road Condominium
Association;Balmoral/Kenmore Condominium
Association;First Kenmore Associates
Condominium;

5100 Marine Drive Condominium;

925/929 Margate Terrace
Condominium;*ORR* (49th Ward)Greenleaf Apartment Building
Corporation;

Navarra Condominium Association;

Alderman

Claimant

Lake Manor Apartment Corporation;

Pratt-On-The-Lake Condominium
Association;Dover Manor Condominium
Association;1440 Sherwin Condominium
Association;Birchwood-On-The-Lake
Condominium Association;

STONE (50th Ward)

Ridgewood Estates Condominium
Association;Oakley Place Condominium
Association;Granville Courts Condominium
Association;

Hamilton Condominium Association;

A Home By The Park 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):

Referred -- AMENDMENT OF CHAPTER 64 OF CHICAGO MUNICIPAL
CODE CONCERNING FIRE ALARM SYSTEMS IN BUILDINGS.

A proposed ordinance to amend the Chicago Municipal Code, various places within Section 64-10, in reference to fire alarm systems in buildings, which was *Referred to the Committee on Buildings*.

Referred -- AMENDMENT OF CHAPTER 78 OF CHICAGO MUNICIPAL
CODE CONCERNING STANDARD FIRE ALARM SYSTEMS.

Also, a proposed ordinance to amend the Chicago Municipal Code, various places within Section 78-19, in reference to standard fire alarm systems in buildings, which was *Referred to the Committee on Buildings*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Angela Mitchell to occupy a portion of South Michigan Avenue for use as a sidewalk cafe for the Artists Snack Shop, which was *Referred to the Committee on Streets and Alleys*.

Referred -- CLOSING OF PORTION OF WEST POLK STREET TO
IMPROVE TRAFFIC OPERATION.

Also, a proposed order to close that portion of West Polk Street which presently constitutes a particular bridge over the Dan Ryan Expressway to improve the traffic operation, which was *Referred to the Committee on Streets and Alleys*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO ELIA ALI ABDALLA FOR OPERATION
OF NEWSPAPER STAND AT SPECIFIED LOCATION.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Elia Ali Abdalla to operate a newspaper stand on the northwest corner of South Clark Street and West Monroe Street from Monday through Saturday, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN EVANS (4th Ward) and
ALDERMAN RUSH (2nd Ward):

TRIBUTE TO LATE DARLENE DE ANA BROWN.

A proposed resolution reading as follows:

WHEREAS, Ms. Darlene DeAna Brown died August 2, 1985; and

WHEREAS, Ms. Brown was an ambitious, creative individual who received many awards both merit and scholarship; and

WHEREAS, Ms. Brown was educated in the Chicago Public School system, Valedictorian of Doolittle Elementary School, graduating with honors from Kenwood Academy, furthering her education at the University of Illinois- Champaign; and

WHEREAS, Ms. Brown served as a member of Sixth Grace Presbyterian Church, and as President of the Alpha Nu Chapter of the Delta Sigma Theta Sorority, Inc.; and

WHEREAS, Ms. Brown will long be remembered for her friendly manner and congenial personality; and

WHEREAS, Ms. Brown's committment and leadership will forever be cherished; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council assembled here on this 15th day of August, 1985 A.D., do hereby recognize the contributions of Ms. Darlene DeAna Brown; and

Be It Further Resolved, That proper recognition will be expressed by this body toward the immediate family members of Ms. Brown; her father Collins E. Brown, her mother, Mary Elizabeth, and her sister Denise Elizabeth; and

Be It Further Resolved, That a suitable copy of this resolution be forwarded to the family of Darlene DeAna Brown.

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

On motion of Alderman Rush, seconded by Alderman Evans, the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE KENNETH JAMES SCHLOSSER.

A proposed resolution reading as follows:

WHEREAS, Kenneth James Schlosser had passed away on July 28, 1985; and

WHEREAS, Kenneth Schlosser was a long time resident of the 11th Ward community; and

WHEREAS, Kenneth Schlosser was a member of the Mark White Square V.F.W. Post 6870 located at 3142 South Wallace Street in the 11th Ward; and

WHEREAS, His military career included serving his country in the Korean War from January, 1952, to January, 1954, and was then stationed in Germany during the Berlin Airlift; and

WHEREAS, During the Illinois V.F.W. Convention, he was selected as the Captain of the Illinois All-State V.F.W. Commander 84-85, which is the top honor of the V.F.W.; and

WHEREAS, Kenneth Schlosser is survived by his wife, Wanda, who is the past President of the Ladies Auxilary, his daughter Lendy (Ed) Jones, and his grandchildren, Brian and Ken, and his many family members and friends; and

WHEREAS, He will be greatly missed by all of his family, friends, and comrades, being the fine man that he was to all that had known and loved him; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of August in 1985, do hereby mourn the death of Kenneth James Schlosser, a fine citizen of the City of Chicago and the great 11th Ward, and that we express our deepest sympathy to his family, friends, and comrades; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Kenneth James Schlosser.

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.

CONGRATULATIONS EXTENDED TO MR. AND MRS. ARTHUR
BARRETT ON OCCASION OF THEIR GOLDEN
WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Arthur Barrett celebrated 50 years of wedded bliss on July 2, 1985; and

WHEREAS, Arthur and Ann Barrett are outstanding citizens of the City of Chicago and the great 11th Ward; and

WHEREAS, Arthur and Ann Barrett exemplify the goal to which most humans aspire, typifying the togetherness, the warmth, and the sense of mutual accomplishment that are the key factors in an enviable 50 years of marriage; and

WHEREAS, Joining them in this celebration were their children Arthur, Jr. (Maureen), Patrick, Sheryl Jentel, and Kathy (Phil) Domzalski, and their families; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered on this 15th day of August in 1985, do hereby extend our most sincere congratulations and best wishes to Mr. and Mrs. Arthur Barrett on their golden anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Arthur Barrett.

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 Alderman Huels, the foregoing proposed resolution was *Adopted*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

Also, a proposed order to issue a sign permit to Foster and Kleiser for the erection of a sign/signboard at 3201 South Wolcott Avenue for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CONCERNING CREATION OF NEW CHAPTER 103.1
ENTITLED "AEROMEDICAL AMBULANCE
ORDINANCE".

A proposed ordinance to amend the Chicago Municipal Code by creating an entirely new chapter, to be known as Chapter 103.1 and entitled the "Aeromedical Ambulance Ordinance", which was *Referred to the Committee on Health*.

Presented by

ALDERMAN BRADY (15th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO GREATER SOUTHWEST
DEVELOPMENT CORPORATION TO HOLD
SPECIFIED SIDEWALK SALE.

A proposed order requesting the Commissioner of Public Works to grant permission to the Greater Southwest Development Corporation/Marquette Manor Chamber of Commerce to hold a sidewalk sale on both sides of West 63rd Street between South Western and South California Avenues, during the period from August 23 through August 25, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN LANGFORD (16th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT SPECIFIED LOCATION.

A proposed order for the issuance of a sign permit to Foster and Kleiser to erect a sign/signboard at 1212 West 59th Street for advertising purposes, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN KELLAM (18th Ward):

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for the issuance of a sign permit to Foster and Kleiser to erect a sign/signboard at 7801 South Western Avenue for advertising purposes, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred -- INSTALLATION OF DRINKING FOUNTAIN AT CORNER
OF WEST 99TH STREET AND SOUTH SPRINGFIELD AVENUE.

A proposed order to install a drinking fountain on the southeast corner of West 99th Street and South Springfield Avenue, which was *Referred to the Committee on Finance.*

Presented by

**ALDERMAN SHEAHAN (19th Ward) and
ALDERMAN MADRZYK (13th Ward):**

Referred -- HEARINGS URGED CONCERNING RECENT CHICAGO
FIRE DEPARTMENT EXAMINATION FOR FIREFIGHTERS.

A proposed resolution urging hearings to be held concerning the recent Chicago Fire Department examination given for firefighter candidates, which was *Referred to a Joint Committee composed of the members of the Committee on Police and Fire and the members of the Committee on Administration, Reorganization and Personnel.*

Presented by

ALDERMAN SHERMAN (21st Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF NEWSPAPER
STAND AT SPECIFIED LOCATION.

A proposed order for the issuance of a newsstand permit to Gwendolyn Buckhalter to operate a stand on the southwest corner of West 87th Street and South Halsted Street on a daily basis in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

Presented by

**ALDERMAN HENRY (24th Ward) and
ALDERMAN SAWYER (6th Ward):**

Referred -- COMMITTEE ON EDUCATION URGED TO HOLD HEARINGS
TO INVESTIGATE CERTAIN BUS COMPANY
INSURANCE REGULATIONS.

A proposed resolution urging the Committee on Education of the Chicago City Council to hold hearings to investigate certain insurance regulations in reference to bus service for the Chicago Board of Education, which was *Referred to the Committee on Education.*

Presented for

ALDERMAN MARZULLO (25th Ward):

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION OF
SIGNS/SIGNBOARDS AT SPECIFIED LOCATION.

Three proposed orders (presented by Alderman Nardulli on behalf of Alderman Marzullo) for the issuance of sign permits to install signs/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

Issue a sign permit to Foster and Kleiser -- installation at 530 South Western Avenue (advertising sign);

Issue a sign permit to M-K Signs -- installation at 2555 West Cermak Road (advertising sign);

Issue a sign permit to Foster and Kleiser -- installation at 2652 West 26th Street (advertising sign).

Presented by

ALDERMAN NARDULLI (26th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO NORTH-CALIFORNIA BUSINESS
ASSOCIATION TO HOLD SPECIFIED
SIDEWALK SALE.

A proposed order requesting the Commissioner of Public Works to grant permission to Gus Kardaras/North-California Business Association to hold a sidewalk sale on both sides of the 2600 and 2700 blocks of West North Avenue during the period from August 22 through August 25, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for the issuance of a sign permit to Foster and Kleiser to erect a sign/signboard at 1703 Ogden Avenue for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN SMITH (28th Ward) and OTHERS:

Referred -- UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT AND CITY OF CHICAGO DEPARTMENT OF
HOUSING PETITIONED TO ACCELERATE CITY'S
URBAN HOMESTEADING PROGRAM.

A proposed resolution petitioning the United States Department of Housing and Urban Development and the City of Chicago Department of Housing to bring about an acceleration of the City's Urban Homesteading Program in reference particularly to abandoned residential buildings, which was *Referred to the Committee on Housing and Neighborhood Development.*

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- AMENDMENT OF CHAPTER 27 OF CHICAGO MUNICIPAL
CODE CONCERNING CONFISCATION OF MOTOR VEHICLES
INVOLVED IN CRIMINAL INCIDENTS.

A proposed ordinance to amend Chapter 27 of the Chicago Municipal Code by inserting therein a new section, to be known as Section 27-429.3, in reference to allowance of the confiscation of motor vehicles involved in criminal incidents, which was *Referred to the Committee on Traffic Control and Safety.*

Presented for

ALDERMAN MELL (33rd Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO HENRY'S CHAIRS TO HOLD
SIDEWALK SALE AT SPECIFIED LOCATION.

A proposed order (presented by Alderman Gabinski for Alderman Mell) requesting the Commissioner of Public Works to grant permission to Henry Rodriguez/Henry's Chairs, 2634-2648 West Fullerton Avenue to hold a sidewalk sale for the following periods: August 17 through August 18, August 24 through August 25, and August 31 through September 1, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN BANKS (36th Ward):

Referred -- ISSUANCE OF PERMIT TO CONSTRUCT AND
MAINTAIN CANOPY AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to Bashar Zubi, c/o Pepes Mexican Restaurant, to construct, maintain and use a canopy attached to the building or structure located at 3139 North Central Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- MARKING OF ROADWAY INDICATING RIGHT
TURN FOR TRAFFIC ON PORTION OF
NORTH OAK PARK AVENUE.

Also, a proposed order to consider the marking of the roadway indicating a right turn for southbound traffic on North Oak Park Avenue at West North Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN DAMATO (37th Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.

A proposed order for the issuance of a newsstand permit to William J. Gray to operate a stand on the southeast and northwest corners of North Cicero and West Chicago Avenues on a daily basis in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN LAURINO (39th Ward):

DISCONTINUANCE OF SINGLE DIRECTION RESTRICTION OF
TRAFFIC IN REFERENCE TO PORTION OF NORTH
CENTRAL PARK AVENUE.

A proposed ordinance to amend an ordinance passed by the Chicago City Council on April 25, 1985 (C.J.P. p. 15827) by discontinuing traffic restrictions in a certain area.

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

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. An ordinance passed by the City Council on April 25, 1985, page 15827 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of sundry streets is hereby amended by striking therefrom the following:

"North Central Park Avenue -- From West Foster Avenue to West Lawrence Avenue -
- northerly."

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

Presented by

ALDERMAN O'CONNOR (40th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO "WEST ANDERSONVILLE NEIGHBORS
TOGETHER" TO HOLD FLEA MARKET AT SPECIFIED
LOCATION.

A proposed order requesting the Commissioner of Public Works to grant permission to Mr. M. Horwitz/West Andersonville Neighbors Together to hold a flea market in the 5200 block of North Paulina Street and in the 1600 and 1700 blocks of West Farragut Avenue during the period from August 23 through August 24, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to LaSalle National Bank, under trust number 21657, to construct and use an exhaust riser to run up the west exterior of the building located at 900 North Franklin, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO CONDUCT SIDEWALK
SALES AT SPECIFIED LOCATIONS.

Also, three proposed orders for the issuance of permits to conduct sidewalk sales at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

David Gold/Morrie Mages Sports -- to conduct a sidewalk sale at 620 North LaSalle Street on Sunday, August 18, 1985;

David Gold/Morrie Mages Sports -- to conduct a sidewalk sale at 620 North LaSalle Street during the period from August 29 through September 2, 1985;

Sheldons -- to conduct a sidewalk sale in front of and alongside their premise on North St. Clair Street for the building known as 200 East Ohio Street during the period from August 22 through August 24, 1985.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred -- AMENDMENT OF APPROVED CITY-STATE PROJECT AGREEMENT
CONCERNING IMPROVEMENT OF LAKE SHORE DRIVE ENTRANCE
RAMPS AT FULLERTON AND BELMONT AVENUES.

A proposed ordinance to amend the ordinance, passed by the Chicago City Council on August 7, 1985, granting authority to execute a City-State project agreement concerning the improvement of the Lake Shore Drive entrance ramps at Fullerton and Belmont Avenues. Amendment pertains to the deletion of any and all reference to Fullerton Avenue within said ordinance, which was *Referred to the Committee on Finance*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO GRANT
PERMISSION TO SHEFFIELD BUSINESS ASSOCIATION/HOMESTEAD
ANTIQUES TO HOLD SIDEWALK SALE
AT SPECIFIED LOCATIONS.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Sheffield Business Association/Homestead Antiques to hold a sidewalk sale on both sides

of North Halsted Street between Willow and Dickens, on both sides of West Webster Avenue between Burling and Sheffield, and on both sides of West Armitage Avenue between Orchard and Clifton during the period August 24 through August 25, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO CHICAGO POLICE SERGEANT RONALD
LE JEUNE ON OCCASION OF HIS RETIREMENT FROM
PUBLIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, Chicago Police Sergeant Ronald LeJeune retired after almost three decades of dedicated public service July 5, 1985, A.D.; and

WHEREAS, Sergeant LeJeune, Star 1444, in a career which featured many forms of active police duty, began as an officer May 16, 1956. Until 1961 he was assigned to the Hudson Avenue Police Station, during which time he served as a member of the Special Task Force, then called the "Flying Squad." From 1961 to 1964 he was a Homicide Detective with expertise in syndicate-related crimes, and from 1964 he was an outstanding member of the Patrol Division. He achieved the rank of sergeant in October, 1973; and

WHEREAS, Police Sergeant Ronald LeJeune is a devoted family man; he and his wife, Lorraine, have three fine children and represent the goodness and stability of family life. The leaders of this great City are indeed proud to have benefited from Sergeant LeJeune's dedication; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of August, 1985, A.D., do hereby offer our heartiest congratulations as well as our gratitude to Chicago Police Sergeant Ronald LeJeune on the occasion of his retirement from dedicated public service, and extend to this outstanding citizen our very best wishes for much happiness and prosperity throughout the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chicago Police Sergeant Ronald LeJeune.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted*.

Referred -- PLACING OF CERTAIN NOTICE SIGN AT SOUTHWEST
CORNER OF WEST BELMONT AVENUE AND NORTH
CLIFTON AVENUE.

Also, a proposed order to place a certain notice sign at the southwest corner of West Belmont and North Clifton Avenues, in reference to the illegality of drinking alcoholic liquor on any public way or in any motor vehicle, with a posting of fine for violations in compliance with Chapter 193-12 of the Chicago Municipal Code, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN ORBACH (46th Ward):

CONGRATULATIONS EXTENDED TO MS. JULIA MUNOZ FOR HER
SERVICE TO SPANISH-SPEAKING PEOPLE IN
THE 46TH WARD.

A proposed resolution reading as follows:

WHEREAS, Julia Munoz, Director of Operation "Push-Up", has been instrumental in helping the residents of Uptown who are primarily Spanish-speaking newcomers from Central and South America; and

WHEREAS, Julia Munoz has been instrumental in serving boys and girls between the ages of six to fourteen years at the Christian Fellowship Church at 914 West Sheridan Road, Chicago, Illinois; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council gathered here on the 15th day of August, 1985 do hereby extend our congratulations on the twentieth anniversary of the program; we congratulate Julia Munoz for her many years of service and dedication to the well-being of the Spanish-speaking people of the 46th Ward; and we salute her for the great program that she has instituted for the Spanish-speaking youth of the City.

Alderman Orbach 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 Orbach, the foregoing proposed resolution was *Adopted*.

Presented by

**ALDERMAN ORBACH (46th Ward) and
ALDERMAN VOLINI (48th Ward):**

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO UPTOWN CHAMBER OF COMMERCE
TO HOLD SIDEWALK SALE ON PORTION OF
NORTH BROADWAY.

A proposed order requesting the Commissioner of Public Works to grant permission to the Uptown Chamber of Commerce to hold a sidewalk sale on both sides of North Broadway, between West Sunnyside Avenue and West Ainslie Street, for the period October 10 through October 13, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO BANK OF RAVENSWOOD
TO HOLD ART FAIR AND MUSIC FESTIVAL
AT SPECIFIED LOCATION.

A proposed order requesting the Commissioner of Public Works to grant permission to the Bank of Ravenswood, c/o Roy Paterna, to hold an art fair and music festival on North Wolcott Avenue from West Lawrence Avenue south to the south end of the parking lot on Thursday, September 5, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN ORR (49th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION TO VARIOUS INDIVIDUALS
TO HOLD SIDEWALK COUNTY FAIR.

A proposed order requesting the Commissioner of Public Works to grant permission to Russel Game, Lorri Wirsum and John Goltermann to hold a sidewalk county fair on the west side of North Sheridan Road from 6134 to 6163 and on both sides of West Albion Avenue from 1200 west at North Sheridan Road to the first alley west of North Sheridan Road on Saturday, September 28, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- COMMITTEE ON PORTS, WHARVES, AND BRIDGES
REQUESTED TO INVESTIGATE PRACTICES AT
CHICAGO REGIONAL PORT DISTRICT.

Also, a proposed resolution urging the Chicago City Council Committee on Ports, Wharves, and Bridges to undertake an investigation of practices at the Chicago Regional Port District, with specific attention to stevedoring contracts, interlocking relationships between board members and supply service contractors, and marketing efforts of the District, which was *Referred to the Committee on Port, Wharves, and Bridges.*

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO CLOSE PORTION OF NORTH BOSWORTH
AVENUE FOR BLOCK PARTY.

Also, a proposed communication from Alderman Orr to the Commissioner of Public Works requesting a recreational street closing for North Bosworth Avenue from West Arthur to West Albion Avenues on Sunday, September 15, 1985 for the purpose of a block party, in accordance with the provisions of Section 27-419 of the Chicago Municipal Code, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN STONE (50th Ward):

CONGRATULATIONS EXTENDED TO RUBIN AND BERTHA
MEADOW ON OCCASION OF THEIR 60TH
WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Ruben Meadow and Bertha Stone became husband and wife on August 10, 1925; and

WHEREAS, Mr. and Mrs. Ruben Meadow settled in the Rogers Park Community in the late 1920s and Ruben Meadow opened his furrier shop as one of the early businessmen on Devon Avenue and was an active businessman until his retirement in the 1960s; and

WHEREAS, Since his retirement, Ruben and Bertha Meadow have resided in close proximity to Indian Boundary Park in the 50th Ward and are familiar daily visitors to the park; and

WHEREAS, Ruben and Bertha Meadow have over the years participated in philanthropic, religious and community affairs; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago assembled here this 15th day of August, 1985, do hereby extend congratulations to Ruben and Bertha on this their 60th wedding anniversary and wish them continued good health and many more wedding anniversary years; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ruben and Bertha Meadow.

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*.

***Referred -- COMMITTEE ON HEALTH URGED TO CONDUCT
HEARINGS TO DETERMINE LEGALITY OF DISTRIBUTION
OF CIGARETTES ON STREET CORNERS.***

Also, a proposed resolution urging the Chicago City Council Committee on Health to hold public hearings reading the legality of the distribution of cigarettes free of charge and/or coupons redeemable for such cigarettes on the streets of Chicago, which was *Referred to the Committee on Health*.

Presented by

ALDERMAN STONE (50th Ward) and OTHERS:

***Referred -- COMMITTEE ON NEIGHBORHOODS AND COMMUNITY
AFFAIRS REQUESTED TO INVESTIGATE METROPOLITAN
SANITARY DISTRICT OF CHICAGO.***

A proposed resolution, presented by Aldermen Stone, O'Connor and Laurino, urging the Chicago City Council Committee on Neighborhoods and Community Affairs to investigate the reservoir system, especially in relation to Phase I of T.A.R.P., "Deep Tunnel", which was designed for flood control pending the completion of Phase II and is governed by the Metropolitan Sanitary District of Chicago, which was *Referred to the Committee on Neighborhoods and Community Affairs*.

***5. FREE PERMIT, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ET CETERA.***

Proposed ordinances, orders, etc. described below, were presented by the aldermen and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

Columbus-Cuneo-Cabrini Medical Center -- for renovation of existing east building on the premises known as 811 S. Lytle Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN EVANS (4th Ward):

Sojourner Truth Child Care Center, 4945 S. Dorchester Avenue.

BY ALDERMAN SHEAHAN (19th Ward):

Mt. Greenwood Christian Day Care Center, 112409 S. Spaulding Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

Easter Seal Society of Metropolitan Chicago, Incorporated, (Gilchrist- Marchman Rehabilitation Center) 2345 W. North Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN RUSH (2nd Ward):

Illinois Institute of Technology, I.I.T. Center.

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, 5801 S. Ellis Avenue.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home, 2916 W. 47th Street.

BY ALDERMAN SHEAHAN (19th Ward):

Martha Washington-Jane Smith Home, 2340 W. 113th Place.

BY ALDERMAN MELL (33rd Ward):

St. Pauls House, 3831 N. Mozart Street.

Grace Convalescent Home, 2800 W. Grace Street.

BY ALDERMAN DAMATO (37th Ward):

St. Anne's Hospital, 4950 W. Thomas Street (Nursing School).

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 N. Talcott Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, Superior Street and Fairbanks Court.

REFUND OF FEES:

BY ALDERMAN EVANS (4th Ward):

Sojourner Truth Child Care Center, 4945 S. Dorchester Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Fourth Presbyterian Church Day School, 126 E. Chestnut Street.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (June 26, 1985).

Alderman Orr moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, June 26, 1985, as follows:

Page 18279 -- by deleting the numbers "7744-7748" appearing on the fifth line from the bottom of the page and inserting the numbers "7644-7648" in lieu thereof.

The motion *Prevailed*.

JOURNAL (August 7, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on August 7, 1985, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Referred – BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Walter K. Knorr, City Comptroller, under date of March 29, 1984, which read as follows:

3348 South Calumet Avenue.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

1832-1834 South Carpenter Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

1107 West Chestnut Street.

Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for the sale of one above City-owned property.

1434 North Cleveland Avenue.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of the above City-owned property.

2208 North Clybourn Avenue.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of the above City-owned property.

1922-1924 South Desplaines Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

4068 South Lake Park Avenue.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

1311 North Larrabee Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

1159 West Madison Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

944 North Racine Avenue.

Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for the sale of the above City-owned property.

5544 South Racine Avenue.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

7827-7829 South Racine Avenue.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

1930 South Shelby Court.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

8506 South Stony Island Avenue.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

1601-1609 South Trumbull Avenue/3417-3425 West 16th Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

5653-5659 South Union Avenue/648-658 West 57th Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

1939-1941 West Wabansia Avenue.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of the above City-owned property.

2651-2655 West Wilcox Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

436 East 49th Street.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of the above City-owned property.

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

The following is a summary of said bids:

3348 South Calumet Avenue.

Leroy Whiting, 3344 S. Calumet Avenue, Chicago, Illinois 60616: Amount bid \$500.00, deposit check \$50.00 (cashier's check).

1832-1834 South Carpenter Street.

Maria Ramirez-Avila, 1112 W. 19th Street, Chicago, Illinois 60608: Amount bid \$3,600.00, deposit check \$360.00 (personal money order);

1107 West Chestnut Street.

James E. Wells, 442 W. Wellington Avenue, Chicago, Illinois 60657: Amount bid \$3,510.00, deposit check \$351.00 (cashier's check);

William G. Schopf, Jr., 19 S. LaSalle Street, Suite 1400, Chicago, Illinois 60603: Amount bid \$2,260.00, deposit check \$226.00 (certified check);

Jack Lucchesi, 850 N. Ogden Avenue, Chicago, Illinois 60622: Amount bid \$3,100.00, deposit check \$310.00 (cashier's check).

1434 North Cleveland Avenue.

Mary J. McGinty and Olga M. Dultz, 432 W. Arlington Place, Chicago, Illinois 60614: Amount bid \$18,001.00, deposit check \$1,800.10 (cashier's check);

M/D Ventures, c/o Allison S. Davis, 14 W. Erie Street, Chicago, Illinois 60610: Amount bid \$17,600.00, deposit check \$1,760.00 (certified check).

2208 North Clybourn Avenue.

Betsey Riley, 2229 N. Clybourn Avenue, Chicago, Illinois 60614: Amount bid \$9,701.85, deposit check \$970.19 (certified check);

Vlastimil and Elizabeth Marie Surak, 1464 W. Webster Avenue, Chicago, Illinois 60614: Amount bid \$3,500.00, deposit check \$350.00 (certified check).

1922-1924 South Desplaines Street.

Amalio Quiles, 1928 S. Desplaines Street, Chicago, Illinois 60616: Amount bid \$2,000.00, deposit check \$200.00 (cashier's check).

4068 South Lake Park Avenue.

Nona B. Cameron, 4066 S. Lake Park Avenue, Chicago, Illinois 60653: Amount bid \$2,300.00, deposit check \$230.00 (cashier's check).

1311 North Larrabee Street.

A & D Food Mart, Inc., 1315 N. Larrabee Street, Chicago, Illinois 60610: Amount bid \$12,400.00, deposit check \$1,240.00 (cashier's check).

1159 West Madison Street.

Lee M. Novak, 1143 W. Madison Street, Chicago, Illinois 60607: Amount bid \$11,400.00, deposit check \$1,140.00 (money order).

944 North Racine Avenue.

Joseph A. and Dorothy P. Colsant, 5522 W. Wilson Avenue, Chicago, Illinois 60630: Amount bid \$2,255.00, deposit check \$225.50 (cashier's check);

James E. Wells, 442 W. Wellington Avenue, Chicago, Illinois 60657: Amount bid \$2,110.00, deposit check \$211.00 (cashier's check);

William G. Schopf, Jr., 19 S. LaSalle Street, Suite 1400, Chicago, Illinois 60603: Amount bid \$600.00, deposit check \$60.00 (certified check).

5544 South Racine Avenue.

Flint and Pearlean Parker, 5542 S. Racine Avenue, Chicago, Illinois 60636: Amount bid \$500.00, deposit check \$50.00 (cashier's check).

7827-7829 South Racine Avenue.

New Macedonia No. 1 Missionary Baptist Church, c/o Rev. Issah Garnar, 7831 S. Racine Avenue 60620: Amount bid \$4,050.00, deposit check \$405.00 (cashier's check).

1930 South Shelby Court.

Raul A. and Maria R. Esparza, 1926 S. Shelby Court, Chicago, Illinois 60628: Amount bid \$1,500.00, deposit check \$150.00 (treasurer's check).

8506 South Stony Island Avenue.

Jerome Wade, 324 E. 115th Street, Chicago, Illinois 60628: Amount bid \$750.00, deposit check \$75.00 (cashier's check).

1601-1609 South Trumbull Avenue/3417-3425 West 16th Street.

William C. and Erma J. Jones, 3411 W. 16th Street, Chicago, Illinois 60623: Amount bid \$8,700.00, deposit check \$870.00 (certified check).

5653-5659 South Union Avenue/648-658 West 57th Street.

Elder Van W. Wells, 100 Park Avenue, Unit 208, Calumet City, Illinois 60409: Amount bid \$1,200.00, deposit check \$120.00 (cashier's check).

1939-1941 West Wabansia Avenue.

Corporation for Open Lands, c/o Thomas Hahn, 53 W. Jackson Avenue, Chicago, Illinois 60604: Amount bid \$6,000.00, deposit check \$600.00 (cashier's check).

Timothy B. Fox and Lawrence T. Wahls, 431 W. Oakdale Avenue, Chicago, Illinois 60657: Amount bid \$6,000.00, deposit check \$600.00 (certified check).

2651-2655 West Wilcox Street.

Landmark M. B. Church, c/o Lawrence S. Adler, 300 W. Washington Street, Room 807, Chicago, Illinois 60606: Amount bid \$5,200.00, deposit check \$520.00 (certified check).

436 East 49th Street.

Gregory Morrisette, 3420 S. Cottage, No. 1206, Chicago, Illinois 60616: Amount bid \$2,100.00, deposit check \$210.00 (official check).

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Thursday, the fifteenth (15th) day of August, 1985, at 11:00 A.M., be and the same is hereby fixed to be held on Tuesday, the twentieth (20th) day of August, 1985, at 9:30 A.M. in the Council Chamber in 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, August 20, 1985, at 9:30 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.