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COPY



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

Regular Meeting—Wednesday, November 20, 1985

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- None.

Call to Order.

On Wednesday, November 20, 1985 at 12:45 P.M. (the hour appointed for the meeting was 10:00 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, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Quorum present.

Invocation.

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

CONGRATULATIONS EXTENDED TO MOTHER MCAULEY HIGH SCHOOL'S "MIGHTY MACS" VOLLEYBALL TEAM MEMBERS AS 1985 ILLINOIS STATE VOLLEYBALL CHAMPIONS.

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

WHEREAS, Mother McAuley High School's Mighty Macs Volleyball Team members are the reigning 1985 Illinois State Volleyball Champions; and

WHEREAS, The Mighty Macs won their title by defeating all opposing teams in the quarter-finals, semi-finals, and finals in two game sets each at Eastern Illinois University on November 16, 1985; and

WHEREAS, The team is coached by Mrs. Nancy Pedersen and Ms. Lauren Potempa, and managed by Ms. Jennifer Beemsterboer; and

WHEREAS, Team members of the Mighty Macs include: Colleen Boyle, Tracey Broadway, Katie Culloton, Patti Knoebel, Janet Moylan, Kathleen O'Connell, Patti Piechocki, Jennifer Rees, Megan Regan, Maureen Skalitzky, MaryBeth Sutcliffe, and Trish Tadin; and

WHEREAS, Mother McAuley High School, with an enrollment of over 2,000 students, is the largest private girls' school in Chicago; and

WHEREAS, It was founded in 1846 as St. Xavier Academy on the west bank of the Chicago River, and moved to 3737 West 99th Street and became Mother McAuley High School in 1956; now, therefore,

Be It Resolved, That the Mayor and members of the City Council, assembled this 20th day of November, do hereby congratulate the Mighty Macs of Mother McAuley High School for reigning once again as the 1985 Illinois State Volleyball Champions; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Mother McAuley Mighty Macs.

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

On motion of Alderman Sheahan, seconded by Alderman Natarus, the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Mayor Washington invited Mother McAuley Administrator, Sister Cathleen Cahill and Coach Nancy Pedersen to address the City Council.

Both Sister Cahill and Coach Pedersen thanked the Mayor for honoring Mother McAuley High School and observed that recognition of women's sports by City leaders was very heartening. Sister Cahill and Coach Pedersen also stated that the "Mighty Macs" were proud to represent not only Mother McAuley High School but the entire City of Chicago.

Mayor Washington then presented the "Mighty Macs" with a team trophy and each coach and team member with a certificate. The Mayor thanked the Mother McAuley High School "Mighty Macs" and noted that all Chicago appreciated their tremendous efforts in bringing their sixth state volleyball championship to Chicago.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Referred -- AUTHORIZATION FOR EXECUTION OF BUSINESS
DEVELOPMENT LOAN AGREEMENT WITH L. S. L.
INDUSTRIES, 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

November 20, 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 on behalf of the City of Chicago a Business Development Loan Agreement with L. S. L. Industries, Inc., in the amount of \$114,000.00 to expand business and job opportunities located at 7883 North Rogers Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF SITE DESIGNATION FOR
HUMBOLDT PARK LEARNING CENTER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 20, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Public Building Commission of Chicago, I transmit herewith an ordinance amending the site designation for the Humboldt Park Learning Center.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ESTABLISHMENT OF TWO NEW ENTERPRISE
ZONES IN CITY OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 20, 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 two ordinances establishing two new enterprise zones in the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND FOR
FINANCING OF 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 Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 20, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an

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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 -- MUNICIPAL CODE CHAPTER 194A, SECTIONS
3.2 AND 7.3-1 AMENDED PERTAINING TO
HOME OCCUPATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 20, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Zoning Administrator, I transmit herewith an ordinance amending Sections 3.2 and 7.3-1 of the Zoning Ordinance pertaining to Home Occupations.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- MUNICIPAL CODE CHAPTER 194A, SECTIONS
11.7A-3 AND 3.2 AMENDED PERTAINING TO VARIOUS
ZONING MATTERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 20, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Zoning Administrator, I transmit herewith an ordinance amending Sections 11.7A-3 and 3.2 of the Zoning Ordinance.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPLICATION FOR AMENDMENT OF PLANNED
DEVELOPMENT NUMBER 233 -- REDEVELOPMENT PROJECT
MADISON-CANAL/PRESIDENTIAL TOWERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 20, 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 Housing, I transmit herewith an application for an amendment to the Chicago Zoning Ordinance which will amend Planned Development No. 233 which is part of Redevelopment Project Madison-Canal/Presidential Towers.

Enactment of this ordinance will bring the zoning in compliance with current plans for the redevelopment of this area.

Your favorable consideration of this ordinance will be appreciated.

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

Copies of resolutions adopted by the Chicago Plan Commission on November 14, 1985, and reports of the Department of Planning, approving the following proposals, were *Placed on File*:

Disposition of Vacant City-Owned Properties.

Referral Number	Address
85-166-02	3229-3231 West Harrison Street
85-168-02	1222-1224 North Kedzie Avenue/ 3209-3211 West Crystal Street
85-169-02	3230-3232 West Division Street.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

November 12, 1985
(Special Meeting).

The City Clerk further informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on November 12, 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 November 20, 1985, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on November 12, 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.

November 13, 1985.

The City Clerk further informed the City Council that all those ordinances, etc. which were passed by the City Council on November 13, 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 November 20, 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 November 13, 1985, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

**FILING OF CERTIFIED COPIES OF ORDINANCES WITH
COUNTY CLERKS OF COOK AND DU PAGE
COUNTIES.**

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties the following ordinances passed on the dates noted:

Levy of Taxes authorized for Board of Education for Fiscal Year 1985-1986;

Above ordinance passed on October 17, 1985.

Authority granted for Levy of Taxes sufficient to pay principal of and interest on Issuance of \$200,000,000 General Obligation School Assistance Bonds, Refunding Series (1985);

Above ordinance passed on November 6, 1985.

All of the ordinances identified above were filed with the County Clerk of Cook County on November 18, 1985, and with the County Clerk of Du Page County on November 19, 1985.

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

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

***Referred* -- LINE ITEM BUDGET RECOMMENDATIONS
FOR 1986.**

A communication from Honorable Harold Washington, Mayor, received in the City Clerk's Office on November 15, 1985, which was, together with the Line Item Budget Recommendations for 1986 transmitted therewith, *Referred to the Committee on Finance*.

***Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR
AREAS.**

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

Chicago Teen Challenge -- to classify as an R4 General Residence District instead of an R3 General District the area shown on Map No. 5-J bounded by

West Cortland Street; North Central Park Avenue; the public alley next south of and parallel to West Cortland Street; and a line 121 feet west of and parallel to North Central Park Avenue;

Tremont Theatre Row Partnership -- to classify as a Business Planned Development instead of a B7-7 General Central Business District the area shown on Map No. 1-F bounded by

West Lake Street; a line 160.73 feet east of and parallel to North Dearborn Street; West Couch Place (a line 181.41 feet south of and parallel to West Lake Street); and North Dearborn Street.

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:

Adams Brenda, Allstate Ins. Co. (4) Harry Cummings, Doris McDonald, David P. McGovern and Kathleen Jones, Armbrister Gregg;

Blum Lorraine, Bonner Bill;

Colonial Penn Ins. Co. and Rosalee Govan;

Guerrero Elvira, Grace Richard;

Harris Betty, Hernandez Jose, Himkhouse Lou;

Korzenecki L. J.;

Leavitt Joseph;

National Ben Franklin Ins. Co. and Marian Drase;

Peterson Vera;

Radulescu Titus, Reaux Percy;

Sandoval Elvira, Simes Nikki C., Stankiewicz James, State Farm Ins. Co. (5) Dennis Vaccaro, Debra Linter, Leal Smith, Silvano Micheli and Joel and Margarita Corral;

Taylor Cleveland, Tinney Claudia;

West American Ins. Co. and Allan Hippensteel, Williamson Demark.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORITY GRANTED FOR ISSUANCE OF SUBPOENA FOR
INVESTIGATION OF CONTRACTS AWARDED TO ACME
PARTS AND SUPPLY.**

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

WHEREAS, The City Council Committee on Finance has jurisdiction over the Appropriation Ordinance, Tax Levy Ordinance, Revenue and Expenditure Orders, Ordinances, and Resolutions and Capital Improvement Programs; and

WHEREAS, The Committee on Finance reviews contracts pursuant to agreement with the Mayor embodied in Executive Order 84-7; and

WHEREAS, The City Council pursuant to its home rule powers may pass ordinances and resolutions relating to the award of City contracts; and

WHEREAS, Allegations have been raised concerning the improper use of such emergency purchasing procedure in the award of an emergency contract to Acme Parts and Supply on May 14, 1985; and

WHEREAS, Allegations have been raised that Clarence McClain and Lee Miller improperly influenced administration officials to award the Acme Parts and Supply contract as an emergency when in fact it truly was not an emergency; and

WHEREAS, Allegations have been raised that Clarence McClain wields significant influence in the award of City contracts and Mr. McClain himself has boasted of his "influence" in City Hall in the award of contracts; and

WHEREAS, The City Council of the City of Chicago desires to determine the basis for such allegations of improper influence in the award of contracts and abuses of the emergency procurement procedure; now, therefore,

Be It Resolved, By the Corporate Authorities as evidenced by a favorable vote of the City Council, that under Chapter 24, paragraph 10-4-4 of the Illinois Revised Statutes, subpoena be issued to compel the attendance of Clarence McClain and Lee Miller who have

or may have knowledge of the improper influence in the award of the Acme Parts and Supply contract and the abuse of the emergency procurement procedure; and

Be It Further Resolved, That the City Clerk proceed to comply with this resolution as stated, in substantial compliance to the attached order, a copy of which is attached hereto and made a part hereof.

Order attached to this resolution reads as follows:

AN ORDER AUTHORIZING THE ISSUANCE OF SUBPOENA

ORDERED, That the City Clerk is directed to issue subpoena to secure the attendance and testimony of witness before the Honorable Edward M. Burke, a member of the City Council or such other member as may be sitting in his place as Chairman, Vice Chairman, or Acting Chairman of the Committee on Finance of the Chicago City Council for the purposes of said Committee. Said subpoena shall be issued in the following form for the production of witnesses:

State of Illinois)
County of Cook) SS.
City of Chicago)

City Council of the City of Chicago
Chicago, Illinois

TO:

_____ Greetings:

Pursuant to lawful authority we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Edward M. Burke, a member of the City Council of the City of Chicago and Chairman of the Committee on Finance of the Chicago City Council in Room _____, Chicago Illinois, on the _____ day of _____, 19____, ____M, or before such other Alderman as may be sitting as Chairman, Vice Chairman, or Acting Chairman of said Committee, at a hearing of the Committee on Finance of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, introduced _____, 1985 of the City Council of the City of Chicago.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this _____ day of _____, 19____.

(Seal)

City Clerk

State of Illinois)
County of Cook)
City of Chicago)

_____, being duly sworn that
he served the within writ by reading the same to and leaving a copy thereof with
_____ on said _____ day of
_____, 19____. Sworn to before me this _____ day
of _____, 19____.

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

Yeas -- Aldermen Evans, Bloom, Humes, Hutchinson, Huels, Majerczyk, Burke, Kellam,
Sheahan, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago,
Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Oberman,
Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 32.

Nays -- Aldermen Rush, Tillman, Sawyer, Beavers, Streeter, Kelley, W. Davis, Smith, D.
Davis, Volini -- 10.

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

AUTHORITY GRANTED FOR ISSUANCE OF SUBPOENA
CONCERNING INVESTIGATION OF SNOW REMOVAL
CONTRACTS AMENDED AT O'HARE AIRPORT.

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

WHEREAS, The City Council Committee on Finance has jurisdiction over the
Appropriation Ordinance, Tax Levy Ordinance, Revenue and Expenditure Orders,
Ordinances, and Resolutions and Capital Improvement Programs; and

WHEREAS, The Committee on Finance appropriates sufficient revenues for the
operation and maintenance of Chicago-O'Hare International Airport; and

WHEREAS, Revenues from all use agreements, franchises, leases and licenses are used
to defray the cost of the operation and maintenance of Chicago-O'Hare International
Airport; and

WHEREAS, The Committee on Finance reviews contracts pursuant to agreement with
the Mayor embodied in Executive Order 84-7; and

WHEREAS, The City Council pursuant to its home rule powers may pass ordinances and resolutions relating to the award of City contracts; and

WHEREAS, The Committee on Finance considered and approved a contract for snow removal at O'Hare Airport with Hudson-General Corporation on November 12, 1985; and

WHEREAS, Allegations were made that Lee Miller influenced administration officials to drop contractors who would not take a certain subcontractor (Josie Perez); and

WHEREAS, Riemer Bros., Inc., previously performed snow removal services for the City but was not rehired after the company allegedly rebuked Josie Perez as a minority partner offered by Lee Miller; and

WHEREAS, Hudson General Corporation, the new company hired to remove snow at the airport, does in fact have as a minority partner the company (Josie Perez) that Lee Miller was allegedly foisting upon Riemer Bros.; and

WHEREAS, The City Council of the City of Chicago desires to determine the basis of such allegations of influence by Lee Miller in the award of snow removal contracts supported by City funds; now, therefore,

Be It Resolved, By the Corporate Authorities as evidenced by a favorable vote of the City Council, that under Chapter 24, paragraph 10-4-4 of the Illinois Revised Statutes, subpoena be issued to compel the attendance of Lee Miller who has or may have knowledge of the allegations of improper influence of the award of snow removal contracts at O'Hare Airport; and

Be It Further Resolved, That the City Clerk proceed to comply with this resolution as stated, in substantial compliance to the attached order, a copy of which is attached hereto and made a part hereof.

Order attached to this resolution reads as follows:

AN ORDER AUTHORIZING THE ISSUANCE OF SUBPOENA.

ORDERED, That the City Clerk is directed to issue subpoena to secure the attendance and testimony of witness before the Honorable Edward M. Burke, a member of the City Council or such other member as may be sitting in his place as Chairman, Vice Chairman, or Acting Chairman of the Committee on Finance of the Chicago City Council for the purposes of said Committee. Said subpoena shall be issued in the following form for the production of witnesses:

State of Illinois)
County of Cook) SS.
City of Chicago)

City Council of the City of Chicago

Chicago, Illinois

TO:

Greetings:

Pursuant to lawful authority we command you, that all business and excuses being laid aside, you and each of you attend before the Honorable Edward M. Burke, a member of the City Council of the City of Chicago and Chairman of the Committee on Finance of the Chicago City Council in Room _____, _____, Chicago Illinois, on the _____ day of _____, 19_____, ____M, or before such other Alderman as may be sitting as Chairman, Vice Chairman, or Acting Chairman of said Committee, at a hearing of the Committee on Finance of the City Council of the City of Chicago, and thereafter from time to time as required by said Committee, to testify and give evidence relevant to the purpose of the investigation authorized and directed by resolution, introduced _____, 1985 of the City Council of the City of Chicago.

Witness, Walter S. Kozubowski, City Clerk of said City of Chicago, and the Seal thereof, at Chicago, in said County, pursuant to order of the City Council of said City, this _____ day of _____, 19____.

(Seal)

 City Clerk

State of Illinois)
 County of Cook)
 City of Chicago)

_____, being duly sworn that he served within writ by reading the same to and leaving a copy thereof with _____ on said _____ day of _____, 19____. Sworn to before me this _____ day of _____, 19____.

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

Yeas -- Aldermen Evans, Bloom, Humes, Hutchinson, Huels, Majerczyk, Burke, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 32.

Nays -- Aldermen Rush, Tillman, Sawyer, Beavers, Streeter, Kelley, W. Davis, Smith, D. Davis, Volini -- 10.

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

TRANSFER OF FUNDS AUTHORIZED WITHIN 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
Interest on Daily Tender Notes	100-9112-959	\$500,000

TO:

Account	Number	Amount
Claims Under the Workers' Compensation Act	100-9112-936	\$500,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funds to pay outstanding Workmen's Compensation claims.

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

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION
FOR PROJECT BY 401 WEST
ONTARIO PARTNERS.

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

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

WHEREAS, The 401 West Ontario Partners, an Illinois limited partnership, has proposed to rehabilitate and renovate a building located at 401 West Ontario Street, Chicago, Illinois into 60,000 square foot commercial offices and loft spaces; and

WHEREAS, The proposed project is expected to create 13 construction and 240 new, permanent jobs; and

WHEREAS, The City of Chicago, through its Department of Planning desires to apply for an Urban Development Action Grant in the amount of \$600,000, to be used along with private funds in the amount of \$3,200,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in the amount of \$600,000 for partial funding of the 401 West Ontario Redevelopment Project.

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

SECTION 3. In the event the application is approved, the Commissioner of the Department of Planning is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development, and any amendments thereto, for the partial funding of the 401 West Ontario Redevelopment Project.

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR SUBMISSION OF URBAN
DEVELOPMENT ACTION GRANT APPLICATION FOR
NEWLY WEDS FOODS, INCORPORATED
EXPANSION PROJECT.

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

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

WHEREAS, Newly Weds Foods, Inc., a Delaware corporation, has proposed to acquire and redevelop approximately 6.5 acres of land located at 2501 North Keeler, Chicago, Illinois for expansion of its food manufacturing operations; and

WHEREAS, The proposed project will retain 250 existing permanent jobs, and is expected to create 120 new, permanent jobs; and

WHEREAS, The City of Chicago through its Department of Economic Development desires to apply for an Urban Development Action Grant in the amount of \$1,500,000, to be used along with proceeds of a City of Chicago Industrial Revenue Bond in the amount of \$5,000,000, and approximately \$100,000 of private equity, to implement and complete the proposed project; now, therefore,

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

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

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

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

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE
AGREEMENT FOR IMPROVEMENT OF GRADE
CROSSINGS FOR MILWAUKEE ROAD
RAILROAD, INCORPORATED.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the Milwaukee Road, Inc. grade crossings at various locations described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 19_____, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve various Milwaukee Road, Inc. grade crossings, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

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

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

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

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

Whereas, the City shall enter into a separate Agreement with the Milwaukee Road, Inc. for improvements to the Company's property.

Now Therefore Be It Resolved, The State Agrees:

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

Now Therefore Be It Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and to provide or cause to be provided all force account construction and construction engineering/supervision, railroad force account construction, and railroad construction supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

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

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the improvement of four (4) railroad grade crossings of the Milwaukee Road, Inc., a Minnesota Corporation. These crossings are located on Division Street at Cherry Street, at Hickory Street, at Hooker Street and at Halsted Street.

The project will include reconstruction of the crossings through the roadways with improved subgrade drainage, new ties, crushed rock ballast and welded rails. Prefabricated rubber crossing material will be installed. Devil strips between the tracks will be replaced. Unused tracks will be removed. Roadway approaches will be reconstructed and resurfaced, and required track grade improvements will be made. Curb, gutters and sidewalks will be reconstructed as necessary. Railroad grade crossing protective devices will be relocated, replaced or installed, as appropriate. Utilities will be adjusted and all other appurtenances necessary to complete the project will be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

(1) Roadway Contract Construction	\$400,000
(1) Roadway Force Account Construction	\$6,000

(1) Roadway Construction Engineering/Supervision	\$40,000
(2) Railroad Force Account Construction	\$386,000
(2) Railroad Construction Supervision	\$38,000
TOTAL:	\$870,000

(1) M-5000(566)

(2) M-5000(537)

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

Federal-Aid Share (FAU) (75.18% of \$870,000)	\$654,066
Non-Federal Share (State) (24.82% of \$870,000)	\$215,934
TOTAL:	\$870,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$235,000, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by December 1, 1988.

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

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR CONSTRUCTION AND/OR ENGINEERING
OF VARIOUS W.P.A. STREETS.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to expend the sum of \$1,231,657 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Engineering and/or Construction of Various W.P.A. Streets, in the City of Chicago as shown on Exhibit A attached hereto.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of the Department of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted

accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of the Department of Public Works.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A

The One Million, Two Hundred Thirty-one Thousand, Six Hundred Fifty-seven Dollars (\$1,231,657) authorized to be expended by this ordinance shall be spent for engineering and/or construction of W.P.A. streets for the following streets in the following wards in the amounts shown:

Ward 19

Amount: \$231,657

Street projects to be funded will be taken from petitions already in the possession of the Department of Public Works in the order in which they were submitted for 19th Ward street projects.

Ward 41

Amount: \$1,000,000

Street projects to be funded are shown as follows:

Motor Fuel Tax Funds W.P.A. New Street Construction

Hortense Avenue	from	320 feet east of		
		N. Canfield	to	Canfield
Columbia Avenue	from	Avondale	to	Ozanam
Nordica Avenue	from	Talcott	to	Bryn Mawr
Odell Avenue	from	Bryn Mawr	to	Olive
Odell Avenue	from	Olive	to	Ardmore
Odell Avenue	from	Ardmore	to	Talcott
Oketo Avenue	from	Palatine	to	Devon
Olive Avenue	from	Harlem	to	Odell

Ozark Avenue	from	Estes	to	Touhy
Thorndale Avenue	from	Ozark	to	Ozanam
Thorndale Avenue	from	Ozanam	to	Canfield
Ozanam Avenue	from	Myrtle	to	Talcott
Myrtle Avenue	from	Overhill	to	Ozanam
Olympia Avenue	from	Otsego	to	Oneida
Oketo Avenue	from	Northwest Highway	to	Olmstead
Oketo Avenue	from	Talcott	to	Ardmore
Avondale Avenue	from	Columbia	to	Monument Prairie

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, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS NECESSARY FOR BRIDGE MAINTENANCE
FOR REMAINDER OF YEAR 1985.

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

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate \$300,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the maintenance, repair and painting of existing bridges, viaducts and appurtenances related thereto, including exterior lighting and electronic visual aids, located in the City of Chicago, for the period beginning January 1, 1985 and ending December 31, 1985 the said sum to be kept in an account separate from other Motor Fuel Tax Fund accounts, and to be divided into five portions as follows:

- | | | |
|----|--|--------------|
| A. | For repairs of an emergency nature and miscellaneous repairs. | \$1,957,455. |
| B. | For minor repairs and preventive maintenance, movable bridges. | \$1,953,672. |

C.	For minor repairs of fixed bridges.	\$265,773.
D.	For major repairs.	\$1,448,100.
E.	For the preparation of studies, designs, plans and estimates for the repair of existing bridges, viaducts and appurtenances related thereto.	\$675,000.

SECTION 2. The Commissioner of Public Works is authorized to expend from said funds the amounts necessary for the maintenance of each listed structure or group of structures as set forth in Section 1 above. The City Comptroller shall set up a separate account for each structure or group of structures as set forth in Section 1 above.

The Commissioner of Public Works shall not expend or authorize the expenditure for any class of work for any sum in excess of the amount set forth opposite each structure or group of structures and the City Comptroller shall not authorize the payment of any vouchers in excess of said amounts without in each case having had the prior approval of the City Council. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering to be performed by the Bureau of Engineering and incidental costs, including the employment of testing engineers, and consulting engineers, for the payment of other expenses in connection with said purposes, and to cause said work to be done by the Bureau of Engineering by day labor or under contract. At the written request of the Commissioner of Public Works, upon requisition issued by the Bureau of Engineering, accompanied by plans and specifications therefore, the City Purchasing Agent is authorized to advertise and receive bids for such work, materials, supplies and equipment as may be requested by said Commissioner of Public Works.

The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace or adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City department shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervision, inspection and engineering therefor, authority is granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith. If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax fund allocated for the project described in this ordinance.

SECTION 3. Motor Fuel Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of said Division of Highways.

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL
REVENUE BOND FOR PROJECT BY ARTHUR A.
AND LOIS SHAPIRO (FABER BROTHERS,
INCORPORATED).

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 financing of a project by Arthur A. Shapiro and Lois Shapiro to be leased to Faber Brothers, Inc., located at 4139-4159 South Pulaski Road.

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, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

Alderman Burke then requested that the record reflect said passed ordinance was transmitted to the Mayor who affixed his signature to the same at 1:07 P.M.

The following is said ordinance as passed:

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

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

WHEREAS, As a result of negotiations between the Issuer and LaSalle National Bank, not personally, but solely as Trustee under a Trust Agreement dated June 5, 1985 and known as Trust Number 109909, a land trust created under the laws of the State of Illinois (the "Borrower") and Arthur A. and Lois Shapiro, owner of 100% of the beneficial interest in the Borrower (the "Beneficiary"), contracts have been or will be entered into by the Borrower for the acquisition and renovation of an existing building and the acquisition and installation of equipment for use therein (the "Project") located within the boundaries of the Issuer, and which Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance and the Issuer is willing to issue its industrial revenue bond to finance the Project upon terms which will be sufficient to pay the cost of the Project as evidenced by such industrial revenue bond, all as set forth in the details and provisions of the Loan Agreement hereinafter identified (the "Agreement"); and

WHEREAS, The Project will be leased to Faber Brothers, Inc., an Illinois corporation and various building tenants under the terms of the Building Tenant Leases by and between the Borrower, as lessor and said various building tenants, as lessee (collectively

the "Leases") and said Building Tenant Leases have been assigned by the Borrower to the Issuer for further assigning to Citizens Bank and Trust Company, Park Ridge, Illinois (the "Bank"); and

WHEREAS, Faber Brothers, Inc., the principal tenant of the Project will guaranty repayment of the industrial revenue bond; and

WHEREAS, The Project will be used as a warehouse and office facility for the wholesale distribution of sporting goods; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the industrial revenue bond, will be not less than \$2,500,000; and

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

WHEREAS, The Commissioner of Economic Development or his designee of the Issuer held a public hearing pursuant to Section 103(k) of the Internal Revenue Code, as amended, on _____, 1985, and hereby approves the issuance of the industrial revenue bond; and

WHEREAS, The Issuer proposes to sell the industrial revenue bond hereinafter authorized and designated "Industrial Revenue Bond (Faber Brothers, Inc. Project)" in the principal amount of \$2,500,000 (the "Bond") upon a negotiated basis to the Bank; now, therefore,

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

Definitions.

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

"Additional Payments" means all amounts due to the Issuer from the Borrower pursuant to Sections 6.3 and 7.5 of the Agreement.

"Agreement" means the Loan Agreement dated as of November 1, 1985 by and between the Issuer and the Borrower, as from time to time amended and supplemented, together with the Note of the Borrower in the form appended thereto.

"Assignment" means the Assignment and Agreement dated as of November 1, 1985 by and between the Issuer and the Bank.

"Assignment of Leases and Rents" means the Assignment of Leases and Rents dated as of November 1, 1985 from the Borrower to the Issuer.

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

"Beneficiary" means Arthur A. and Lois Shapiro and their successors and assigns.

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

"Bond Fund" means the City of Chicago, Illinois Bond Fund (Faber Brothers, Inc. Project) created in Section 7 hereof.

"Bond Ordinance" means this Ordinance.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of November 1, 1985 between the Issuer and the Bank.

"Borrower" means LaSalle National Bank, not personally, but solely as Trustee under a Trust Agreement dated June 5, 1985 and known as Trust No. 109909 and successors in trust and assigns.

"Building Tenant Leases" means any leases of any part or all of the Project, whether now or hereafter entered into.

"Building Tenants" means the lessees of any part or all of the Project.

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

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

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of the Issuer on February 10, 1982, as from time to time supplemented and amended.

The term "Event of Default" means those events specified in and defined in Section 11 hereof.

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

The term "Guaranty" means the Guaranty dated as of November 1, 1985 from Faber Brothers, Inc. to the Bank.

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

"Mortgage" means the Mortgage and Security Agreement, dated as of November 1, 1985 of the Borrower and Faber Brothers, Inc.

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

"Prime Rate" means the interest rate per annum announced from time to time by Citizens Bank and Trust Company at its principal office in Park Ridge, Illinois, and identified by it as its prime rate.

"Project" means the site and the building and the acquisition and renovation thereof and the equipment and the acquisition and installation therein to be financed with the proceeds of the Bond, as each is defined and described in the Agreement.

"Title Insurance Company" means Ticor Title Insurance Company of California.

Authorization of the Project.

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

Authorization and Prepayment of Bonds.

SECTION 3. That for the purpose of financing the cost of the said Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bond (Faber Brothers, Inc. Project), in the principal sum of \$2,500,000 dated the date of issuance thereof and payable in monthly principal installments as set forth below with the first such installment commencing on June 1, 1986 and on the first day of each month thereafter with a final payment on May 1, 2001 of all principal outstanding and bearing interest on the unpaid principal installments from the date of the Bond at the rate per annum (computed on the basis of actual days elapsed on a 360 day year) of sixty-five percent (65%) (the "Applicable Percentage") of the Prime Rate (the "Applicable Rate") as in effect from time to time, payable on the first day of each month commencing with January 1, 1986 and on the first day of each month thereafter, with a final payment on the date of final payment of all principal. Principal payments shall be made as follows:

PAYMENT DATES	PRINCIPAL DUE ON EACH PAYMENT DATE
June 1, 1986 through May 1, 1989, inclusive (36 monthly payments)	\$11,666.66
June 1, 1989 through May 1, 1992, inclusive (36 monthly payments)	\$12,500.00

June 1, 1992 through May 1, 1995,
inclusive

\$13,333.33

(36 monthly payments)

June 1, 1995 through May 1, 1998,
inclusive

\$14,583.33

(36 monthly payments)

June 1, 1998 through May 1, 2001,
inclusive

\$17,361.08

(36 monthly payments)

In the event that at any time or times the maximum marginal tax rate at which the holder of the Bond could be taxed for federal income tax purposes pursuant to applicable provisions of the code, or any future United States internal revenue or similar law applicable to said holder (hereinafter referred to as the "Tax Rate") is other than forty-six percent (46%), the Applicable Percentage utilized to determine the Applicable Rate during such time or times, unless the interest rate provided for in a Determination of Taxability or an Event of Default is applicable thereto, shall be the percentage arrived at by adding to the Applicable Percentage (expressed as a decimal) in effect immediately prior to any change in the Tax Rate one-half of the product of one hundred twenty percent (120%) multiplied by the difference between the Tax Rate (expressed as a decimal) in effect immediately prior to such change in said Tax Rate minus the Tax Rate (expressed as a decimal) in effect after such change. If while a financial institution to which Section 291(a)(3) of the Code, or any successor provision thereto ("Section 291(a)(3)") applies, is the registered owner of the Bond and there is a change ("Change") in the T.E.F.R.A. Disallowance Deduction (as hereafter defined), the Applicable Rate (as determined by the Applicable Percentage 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 one hundred (100) times (one-half of the difference between the T.E.F.R.A. Disallowance Deduction in effect after such Change minus the T.E.F.R.A. Disallowance Deduction in effect immediately prior to such Change) times the Tax Rate times the Prime Rate, with the T.E.F.R.A. 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. "T.E.F.R.A Disallowance Deduction" as used herein shall mean the percentage of reduction set forth in Section 291(a)(3) of the Code with respect to any financial institution preference item.

After receipt of notice of a Determination of Taxability, the interest rate provided for in the Bond shall be adjusted from the rate then in effect to the Prime Rate as determined from time to time plus one and one-half (1-1/2%) percent per annum from the Effective Date of Taxability, as defined in the Agreement, until said principal is paid in full. In addition, there shall be paid to the holder thereof, in respect of interest on principal of the Bond not outstanding on the date of the Determination of Taxability but which was outstanding on the Effective Date of Taxability an amount equal to the difference between the amount actually paid as interest and the Prime Rate plus one and one-half (1- 1/2%) percent per

annum on the from time to time outstanding principal amounts of the Bond during such period, plus penalties and interest thereon which the holder thereof has incurred or estimates it will incur by reason of such Determination of Taxability with respect to its current and past tax years.

Any principal installment or portion thereof not paid within ten (10) calendar days of the date when due shall bear interest thereafter until paid at the otherwise applicable rate per annum hereunder plus two (2%) percent per annum.

The principal installments of the Bond are subject to prepayment on any installment payment date in whole or in part upon written notice given by the Borrower on behalf of the Issuer, at least five business days prior to the installment payment date the Borrower shall designate as the prepayment date, at a prepayment price of par plus accrued interest to the prepayment date.

The Issuer shall be required to repay the Bond in whole at the option of the holder thereof on January 1, 1991, or January 1, 1996 at a price equal to 100% of the principal amount to be prepaid, plus accrued and unpaid interest thereon to said January 1.

To exercise such option to prepay on January 1 aforesaid, the holder thereof shall give written notice to the Issuer and Borrower not less than one hundred eighty days prior to the applicable January 1. On said January 1 the Issuer shall prepay the Bond and pay all interest and other liabilities from moneys available for prepayment as provided herein.

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

The principal of and interest on the Bond shall be payable to the order of the Bank or its assigns in lawful money of the United States of America at the principal office of the Bank in Park Ridge, Illinois.

Upon request of the Borrower or the Issuer, the Bond shall be available for inspection by the Borrower or the Issuer at the offices of the Bank in Park Ridge, Illinois. The Bond is nontransferable by the Bank, except as a whole and after notice in writing to the Borrower of such transfer, provided however, that the Bank without such notice may issue participations in the Bond. No transfer shall be effective until noted on the registration blank appearing on the Bond and each transfer and participation shall be registered upon the books of the Issuer kept for that purpose by the Bank and each such transfer or participation shall be in compliance with all provisions of Section 103(j) of the Code, and the regulations promulgated thereunder or proposed regulations published in the Federal Register. The Bank is hereby appointed as registrar for purposes of Bond registration.

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

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by a mortgage and an assignment of leases and rents and payable solely from the receipts derived from the Agreement and the Building Tenants Leases (except to the extent

paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the owner thereof only against the Bond Fund and other moneys held by the Bank pursuant to, and the receipts derived from, the Agreement and the Building Tenant Leases, which receipts shall be used for no other purpose than to pay the principal of and interest on the Bond, except as may be otherwise expressly authorized in this Bond Ordinance. The Bond and the obligation to pay interest thereon does not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured by a mortgage, an assignment of leases and rents and Guaranty and payable solely from the receipts from the Agreement and the Building Tenant Leases.

Bond Form.

SECTION 4. That the Bond shall be in substantially the following form:

THIS BOND MAY BE TRANSFERRED
ONLY AS A WHOLE

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

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

Industrial Revenue Bond
(Faber Brothers, Inc. Project)
\$2,500,000

The City of Chicago, Illinois, a home rule municipality of the State of Illinois, created and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received promises to pay solely and only from the source and as hereinafter provided, to the order of Citizens Bank and Trust Company, Park Ridge, Illinois (the "Bank"), or its assigns, the principal sum of: Two Million Five Hundred Thousand Dollars (\$2,500,000) payable in monthly principal installments as set forth in Schedule I attached hereto with the first such installment commencing on June 1, 1986 and each subsequent installment payable on the first day of each month thereafter with a final payment on May 1, 2001 of all principal outstanding and bearing interest on the unpaid principal installments from the date hereof at the rate per annum (computed on the basis of actual days elapsed on a 360 day year) of sixty-five percent (65%) (the "Applicable Percentage") of the interest rate per annum announced from time to time by the Bank at its principal office in Park Ridge, Illinois and identified by it as its prime rate, (the "Prime Rate") as in effect from time to time (the "Applicable Rate"), payable on the first day of each month commencing with

January 1, 1986 and on the first day of each month thereafter, with a final payment on the date of final payment of all principal.

In the event that at any time or times the maximum marginal tax rate at which the holder of this Bond could be taxed for federal income tax purposes pursuant to applicable provisions of the Internal Revenue Code of 1954, as amended (the "Code"), or any future United States internal revenue or similar law applicable to said holder (hereinafter referred to as the "Tax Rate") is other than forty-six percent (46%), the Applicable Percentage utilized to determine the Applicable Rate during such time or times, unless the interest rate provided for in a Determination of Taxability or an Event of Default is applicable thereto, shall be the percentage arrived at by adding to the Applicable Percentage (expressed as a decimal) in effect immediately prior to any change in the Tax Rate one-half of the product of one hundred twenty percent (120%) multiplied by the difference between the Tax Rate (expressed as a decimal) in effect immediately prior to such change in said Tax Rate minus the Tax Rate (expressed as a decimal) in effect after such change. If while a financial institution, to which Section 291(a)(3) of the Code, or any successor provision thereto ("Section 291(a)(3)") applies, is the registered owner of this Bond and there is a change ("Change") in the T.E.F.R.A. Disallowance Deduction (as hereinafter defined), the Applicable Rate (as determined by the Applicable Percentage 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 one hundred (100) times (one-half of the difference between the T.E.F.R.A. Disallowance Deduction in effect after such Change minus the T.E.F.R.A. Disallowance Deduction in effect immediately prior to such Change) times the Tax Rate times the Prime Rate, with the T.E.F.R.A. 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. "T.E.F.R.A. 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.

After receipt of notice of a Determination of Taxability, the interest rate provided for herein shall be adjusted from the rate then in effect to the Prime Rate as determined from time to time plus one and one-half (1-1/2%) percent per annum from the Effective Date of Taxability, as defined in the hereinafter described Loan Agreement, until said principal is paid in full. In addition, there shall be paid to the holder hereof, in respect of interest on principal of this Bond not outstanding on the date of the Determination of Taxability but which was outstanding on the Effective Date of Taxability an amount equal to the difference between the amount actually paid as interest and the Prime Rate plus one and one-half (1-1/2%) percent per annum on the from time to time outstanding principal amount of this Bond during such period, plus penalties and interest thereon which the holder hereof has incurred or estimates it will incur by reason of such Determination of Taxability with respect to its current and past tax years. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal office of the Bank. Any principal installment or portion thereof not paid within ten (10) calendar days of the date when due shall bear interest thereafter until paid at the otherwise applicable rate per annum hereunder plus two (2%) percent per annum.

This Bond is issued in the principal sum of \$2,500,000 pursuant to the provisions of Chapter 15.2 of the Municipal Code of the City of Chicago adopted by the City Council of

the Issuer on February 10, 1982, as from time to time amended and supplemented (the "Enabling Ordinance") and to an Ordinance (the "Bond Ordinance") duly adopted by the governing body of the Issuer for the purpose of providing funds to finance the cost of acquiring and renovating an existing building and the acquisition and installation of equipment therein (hereinafter called the "Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry and economic development within the City of Chicago, Illinois. The proceeds of this Bond will be used by the Issuer to pay or reimburse LaSalle National Bank, not personally, but solely as Trustee under a Trust Agreement dated June 5, 1985 and known as Trust Number 109909, an Illinois land trust (the "Borrower") for the costs of acquisition, renovation and equipping of the Project, under the terms of a Loan Agreement dated as of November 1, 1985 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement") and the Project will be leased by the Borrower to various building tenants under the terms of the Building Tenant Leases (the "Building Tenant Leases").

This Bond is secured by a pledge and assignment of receipts derived by the Issuer pursuant to the Agreement, mortgage on the Project and an assignment of leases and rents pursuant to an Assignment and Agreement dated as of November 1, 1985 (the "Assignment") from the Issuer to the Bank, and the Guaranty as more fully described in the Bond Ordinance passed and approved by the Mayor and City Council of the Issuer on _____, 1985. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owners of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

Upon five days' prior written notice given by the Borrower on behalf of the Issuer the principal installments of this Bond are subject to prepayment on any installment payment date in whole or in part at a prepayment price of par plus accrued interest to the prepayment date as provided in the Bond Ordinance. All principal installments of this Bond or portion thereof designated for prepayment will cease to bear interest on the specified prepayment date, provided funds for their prepayment are on deposit at the place of payment at that time.

The Issuer shall be required to prepay the Bond, but solely from the revenues received from the Agreement, the Note, the Building Tenant Leases, the Assignment of Leases and Rents, and the Mortgage and the Security Agreement, in whole, at the option of the holder hereof on January 1, 1991 or January 1, 1996 at a price equal to 100% of the principal amount to be prepaid, plus accrued and unpaid interest thereon to said January 1.

To exercise such option to prepay on either such January 1 aforesaid, the holder hereof shall give written notice to the Issuer and the Borrower in accordance with the Agreement not less than one hundred eighty days prior to said January 1. On said January 1 the Issuer shall prepay the Bond and pay all interest and other liabilities from moneys available for prepayment as provided herein.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois and the ordinances of the Issuer, particularly the Enabling Ordinance.

This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured by a mortgage and an assignment of leases and rents and Guaranty and payable solely out of the receipts derived by the Issuer from the Agreement and the Building Tenant Leases and otherwise as provided in the Bond Ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois, but shall be secured by a mortgage, an assignment of leases and rents and guaranty of payment and payable solely from the receipts derived by the Issuer from the Agreement and the Building Tenant Leases. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of and interest on this Bond are to be paid by the Borrower to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund (Faber Brothers, Inc. Project)," and all receipts under the Agreement and the Building Tenant Leases have been duly pledged and assigned (other than Additional Payments as defined in the Agreement) to the Bank pursuant to the Assignment for that purpose, under the Bond Ordinance to secure payment of such principal and interest.

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

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

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

It Is Hereby Certified, Recited And Declared that all acts, conditions and things required by the Constitution and laws of Illinois and Enabling Ordinance to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its _____ and attested by its City Clerk and the corporate seal of said Issuer to be affixed hereto, all on _____, 1985.

[Signature forms omitted for printing purposes.]

Provisions For Registration.

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

Registration.

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

Schedule I.

Payment Dates	Principal Due On Each Payment Date
June 1, 1986 through May 1, 1989, inclusive (36 monthly payments)	\$11,666.66
June 1, 1989 through May 1, 1992, inclusive (36 monthly payments)	\$12,500.00
June 1, 1992 through May 1, 1995, inclusive (36 monthly payments)	\$13,333.33
June 1, 1995 through May 1, 1998, inclusive (36 monthly payments)	\$14,583.33

Payment Dates

Principal Due On Each
Payment Date

June 1, 1998 through May 1, 2001
inclusive

\$17,361.08

(36 monthly payments)

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

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Illinois Acquisition and Construction Fund" and identified with the name of the Borrower. The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Acquisition and Construction Fund which shall be held in a separate account by the Bank as depository. Moneys in the Acquisition and Construction Funds shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.6 thereof.

The Bank, as depository, shall keep and maintain or cause the Title Insurance Company to keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of the Authorized Borrower Representative has been filed pursuant to Section 3.7 of the Agreement, the Bank shall deliver copies of such records to the Issuer and the Borrower.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by filing with the Issuer and the Bank a certificate of the Authorized Borrower Representative required by Section 3.7 of the Agreement. Any moneys thereafter remaining in the Acquisition and Construction Funds shall be applied in accordance with Section 3.6 of the Agreement.

Payment of Amounts Under the Agreement.

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

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

Said Agreement and the receipts thereof, including all moneys received under its terms and conditions, will when paid be sufficient to pay the principal of and interest on the Bond

hereby authorized and are hereby pledged and ordered paid into the Bond Fund. The Agreement provides that the Borrower shall remit the required payments thereunder directly to the Bank for the account of the Issuer for deposit in said Bond Fund and such provision is hereby expressly approved.

Revenues: Bond Fund.

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by a mortgage and an assignment of leases and rents and payable by the Issuer solely and only out of the receipts derived from the Agreement and the Building Tenant Leases as provided herein.

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

There shall be deposited into the Bond Fund, as and when received, (a) all prepayments specified in Article IV of the Agreement; (b) all payments and other amounts paid by the Borrower pursuant to Section 3.3 of the Agreement and, upon default by the various building tenants pursuant to the Building Tenant Leases; and (c) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement and the Building Tenant Leases, or the Guaranty. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal of and interest on the Bond.

The Issuer covenants and agrees that should there be an Event of Default or event that with the passing of time or otherwise may become an Event of Default under the Agreement, the Issuer shall fully cooperate with the Bank and with the owners of the Bond to the end of fully protecting the rights and security of such owners. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Building Tenant Leases.

Any amounts remaining in the Bond Fund, after payment in full of the principal of and interest on the Bond (or provision for payment thereof as provided in this Bond Ordinance) and the reasonable charges and expenses of the Bank and of the Issuer, shall be paid to the Borrower upon the expiration or sooner termination of the term of the Agreement.

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

Assignment.

SECTION 8. As security for the due and punctual payment of the principal of and interest on the Bond hereby authorized the Issuer hereby and pursuant to the Assignment

assigns and pledges to the Bank all receipts derived by the Issuer pursuant to the Agreement (except any payment made pursuant to Sections 6.3 and 7.5 of the Agreement relating to indemnification of the Issuer by the Borrower and rights of the Issuer to payment of expenses as provided in the Mortgage), and the Building Tenant Leases and all rights and remedies of the Issuer under the Agreement, the Note and the Mortgage to enforce payment thereof including a mortgage of the Project and an assignment of leases and rents and in evidence of such assignment and pledge and in consideration of the agreement of the Bank to accept its responsibilities with respect to the Bond Fund created pursuant to Section 7 hereof, the Mayor or City Comptroller are hereby authorized to execute for and on behalf of the Issuer the Assignment and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor or City Comptroller and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank with the Assignment to be substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

Investments; Arbitrage.

SECTION 9. Any moneys held as part of the Acquisition and Construction Fund created pursuant to Section 5 hereof or as part of Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Borrower, in accordance with the provisions of Section 3.10 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the fund from which such investment was made and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Borrower as provided in the Agreement.

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

The Issuer hereby covenants with the Bank and the owners of the Bond that so long as any principal of the Bond remains unpaid, the governing body of the Issuer will not knowingly take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any regulations promulgated thereunder, including Section 1.103-13 and Section 1.103-14 of the Income Tax Regulations (26 CFR Part 1) as the same presently exist. For purposes of certifying as to matters of arbitrage, the Mayor or City Comptroller are hereby designated an officer responsible for issuing the Bond.

General Covenants.

SECTION 10. The Issuer covenants that it will promptly cause to be paid by directions given in the Agreement solely and only from the source mentioned in the Bond, the principal of and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured by a mortgage, an assignment of leases and rents and the Guaranty and pursuant

to the Assignment are payable solely out of the receipts derived by the Issuer from the Agreement and the Building Tenant Leases and otherwise as provided herein and in the Agreement. The Bond and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Bond Ordinance, in the Bond and in all proceedings of its governing body pertaining thereto, provided that the party requesting such action will guaranty in a manner satisfactory to the Issuer all expenses of such action.

Events of Default and Remedies.

SECTION 11. Any Event of Default under Section 7.1 of the Agreement is hereby defined as and declared to be and to constitute an "Event of Default".

Upon the occurrence of an Event of Default and so long as such Event is continuing, the Bank by notice in writing delivered to the Issuer and the Borrower, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Borrower immediately shall become due and payable as provided in Section 7.2 of the Agreement.

While any principal of or interest on the Bond is unpaid, the Issuer shall not exercise any of the remedies on default specified in Section 7.3 of the Agreement without prior written consent of the Bank.

Upon the occurrence of an Event of Default, the Bank may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

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

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

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

of the Bond) and all such moneys in the Bond Fund shall be applied to the payment of the principal of and interest on the Bond then due and unpaid to the person entitled thereto.

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

Whenever all principal of and interest on the Bond have been paid under the provisions of this Section and all reasonable expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Borrower.

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

Sale of the Bond; Execution of Documents.

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$2,500,000 and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to it is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer, is hereby in all respects authorized, approved and confirmed.

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

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

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

Performance Provisions.

SECTION 13. The Mayor or City Comptroller and City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to the Bond Ordinance, the execution and delivery of the Bond and the performance of all

other acts of whatever nature necessary to effect and carry out the authority conferred by the Bond Ordinance. The Mayor or City Comptroller and City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority, including without limitation the signing of I.R.S. Form 8038 and the filing thereof as therein required, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

As required by Section 103(n), the City Council hereby certifies under penalty of perjury that the allocation of aggregate amount of private activity bonds that may be issued by the City of Chicago in any one year to the Project was not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Notices.

SECTION 14. It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by registered or certified mail, postage prepaid, return receipt requested, addressed to the Issuer at City of Chicago, 121 North LaSalle Street, Chicago, Illinois 60602 with a copy to the City Comptroller, City Hall, Room 501; or to such other address as the Issuer may from time to time file with the Bank and the Borrower. It shall be sufficient service of any notice or other paper on the Borrower if the same shall be duly mailed to the Borrower by registered or certified mail, postage prepaid, return receipt requested, addressed to LaSalle National Bank at 135 North LaSalle Street, Chicago, Illinois 60690, Attention: Land Trust Department, with a copy to the Beneficiary at 4139-4159 South Pulaski Road, Chicago, Illinois 60632, Attention: Arthur A. Shapiro and to Rudnick and Wolfe, 30 North LaSalle Street, Chicago, Illinois 60602, Attention: Howard E. Kane, Esq., or to such other address as the Borrower may from time to time file with the Issuer and the Bank. It shall be sufficient service of any notice or other paper on the Bank if the same shall be duly mailed to the Bank by registered or certified mail, postage prepaid, return receipt requested, addressed to the Bank at One South Northwest Highway, Park Ridge, Illinois 60068, Attention: William D. McGuire and to Vedder, Price, Kaufman and Kammholz, 115 South LaSalle Street, Chicago, Illinois 60603, Attention: John R. Obiala, Esq. or to such other address as the Bank may from time to time file with the Issuer and the Borrower.

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

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

Satisfaction and Discharge.

SECTION 16. All rights and obligations of the Issuer and the Borrower under the Agreement, the Assignment, the Bond, the Note, the Mortgage, the Assignment of Leases and Rents, the Guaranty, the Building Tenant Leases, the Bond Purchase Agreement and the Bond Ordinance shall terminate and such instruments shall cease to be of further effect, and the Bank shall cancel the Bond, deliver it to the Issuer, and deliver a copy of the cancelled Bond to the Borrower, and the Bank shall cancel and deliver the Guaranty to the Borrower and shall assign and deliver to the Borrower any moneys in the Bond Fund required to be paid to the Borrower under Section 7 hereof (except moneys held by the Bank for the payment of principal of or interest on the Bond) when:

(a) all expenses of the Issuer and the Bank shall have been paid;

(b) the Issuer and the Borrower shall have performed all of their covenants and promises in the Agreement, the Assignment, the Bond, the Note, the Mortgage, the Assignment of Leases and Rents, the Building Tenant Leases, the Bond Purchase Agreement and in the Bond Ordinance; and

(c) all principal of and interest on the Bond have been paid, provided however, that the obligation of the Borrower under Sections 6.3 and 7.5 of the Agreement shall survive such payment.

Election.

SECTION 17. The Issuer hereby elects to have the provisions of Section 103(b) (6) (D) of the Code apply to the hereinabove described issue of bonds.

Severability.

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

Approval.

SECTION 19. The Issuer hereby approves the issuance of the Bond pursuant to Section 103(K) of the Code.

Captions.

SECTION 20. The captions or headings of the Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of the Bond Ordinance.

Provisions in Conflict Repealed.

SECTION 21. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Bond Ordinance, are, to the extent of such conflict, hereby repealed, and this Bond Ordinance shall be in full force and effect upon its approval.

AUTHORITY GRANTED FOR CONDITIONAL APPROVAL OF
103(b)(4)(A) MORTGAGE REVENUE BONDS FOR
5333 SHERIDAN ASSOCIATES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing conditional approval of 103(b)(4)(A) mortgage revenue bonds in the amount of \$53,000,000 for the acquisition and construction of a residential elderly housing complex by 5333 Sheridan Associates.

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, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

Alderman Burke then requested that the record reflect said passed ordinance was transmitted to the Mayor who affixed his signature to the same at 1:08 P.M.

The following is said ordinance as passed:

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

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

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

WHEREAS, 5333 Sheridan Associates, an Illinois limited partnership to be formed (the "Partnership") the general partner of which is William B. Kaplan, wishes to secure financing for the acquisition, construction and equipping of a residential rental elderly housing facility to be located at 5333 North Sheridan Road (the "Project"), and has

requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such Project; and

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

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

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

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

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

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount not to exceed \$53,000,000 for the aforementioned purpose.

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

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

Memorandum of Agreement attached to this ordinance reads as follows:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and 5333 Sheridan Associates, an Illinois limited partnership to be formed (the "Partnership"), the general partner of which is William B. Kaplan.

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

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

(b) It is proposed that the Partnership acquire, construct and equip a residential elderly housing project located at 5333 North Sheridan Road (the "Project"). Upon completion of the construction the Project will provide approximately four hundred seventy-six (476) residential rental dwelling units, together with some commercial space. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned, on behalf of the Partnership, wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government, to sell and issue its revenue bonds in an amount not to exceed \$53,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

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

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

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

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

(b) That it will cooperate with the Partnership in finding a purchaser or purchasers for the Bonds, will permit the Bonds to be sold or placed by such underwriter or underwriters as are approved by the City Comptroller and the Commissioner of the Department of

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

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

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

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

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

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

(c) That contemporaneously with the issuance of the Bonds, the Partnership, the Owner and/or the Project Lender, as applicable, will enter into a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be

obligated to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds. Said financing agreement shall include without limitation, customary provisions whereby the Partnership shall indemnify the City from and against any losses, claims, liabilities or costs arising from the Bond transactions.

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

(e) That prior to the adoption of the ordinance authorizing the issuance of the Bonds, the Partnership will have complied with Section 26.1 of the Municipal Code of the City.

(f) The Partnership agrees that it will not take, or permit to be taken on its behalf, by any person within its control, any action which would discriminate against any worker, employee or job applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin. Partnership agrees that it shall take or shall cause to be taken on its behalf, by any person within its control, affirmative action to ensure that Project applicants are employed and that Project employees are treated during employment without regard to their race, creed, color, religion, age, 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; rate of pay or other forms of compensation; and selection for training programs, if any.

(g) The Partnership represents and warrants that it is committed to providing fair and representative opportunities for minority and female personnel in both the construction and post-construction phases of the Project. Further, the Partnership agrees to follow the standards established in the City of Chicago Executive Order 85-2, which requires 25% minority participation and 5% participation by women.

(h) The Partnership will develop and adhere to an Affirmative Marketing Plan which will ensure that all individuals, regardless of race, creed, color, religion, age, sex or national origin, shall have available to them the full range of rental choices offered by the Project, limited only by their capacity to afford rental and other costs. The Partnership also agrees to institute and carry out an affirmative program to attract minority and female tenants who have been or may be subject to housing discrimination, and who are least likely to apply for Project housing without special outreach efforts.

(i) The Partnership will comply with all provisions of the "Tax Exempt Multifamily Property Opportunities" guidelines (the "TEMPO Guidelines") said TEMPO Guidelines having been published by the Department of Housing and effective as of February 1, 1985.

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

4. City Financing and Monitoring Fees. The City requires that all developers who receive below-market rate financing for multi-unit rental project developments pay certain developer fees to meet City administrative and monitoring costs. Such fees shall be paid by the Partnership in accordance with the "Fee Schedule" published in the TEMPO Guidelines. All such fees are subject to such adjustment as may be necessary to maintain the tax exempt nature of interest paid on the Bonds under the "arbitrage regulations" of the Internal Revenue Code of 1954, as amended.

5. Time Limitation on Issuance of Bonds. Any Bonds issued by the City for the benefit of the Project must be issued within one (1) year from the date of passage by the City Council of the ordinance authorizing the execution of this Memorandum of Agreement. All obligations, rights and duties of the respective parties and their successors and assigns to this Agreement shall be void upon the expiration of the one (1) year period.

6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties thereto and their respective successors and assigns. Without limiting the generality of the foregoing, the Partnership may, with the prior written approval of the Commissioner of the Department of Housing, assign its interest herein and the assignee, following assignment, shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this _____ day of _____, 1985.

[Signature forms omitted for printing purposes.]

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED IN
CHICAGO POLICE DEPARTMENT.

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
Police Department Overtime	100-4110-020	\$87,000
TO: Account	Number	Amount
Matching and Supplemental Grants	100-9112-802	\$87,000

SECTION 2. That the sole purpose of this transfer of funds is to make available the following sums of money for contracts or grant agreements between the City of Chicago and the following organizations and agencies, subject to the terms and conditions of this ordinance:

Mount Greenwood Chamber of Commerce	\$25,000
St. Xaviers	\$62,000

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

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

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

Nays -- None.

ALLOCATION OF MOTOR FUEL TAX FUNDS AUTHORIZED FOR
ENGINEERING AND INSTALLATION OF YELLOW FLASHING
SIGNALS AT WEST BELMONT AVENUE AND NORTH
ORCHARD STREET.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the engineering and installation of yellow flashing signals as follows, to be paid for out

of that part of the Motor Fuel Tax Funds which have been or may be allotted to the City of Chicago.

Intersection	Estimated Cost
West Belmont Avenue at North Orchard Street	\$15,000.00

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any voucher in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

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

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

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

Nays -- None.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
COOPERATIVE AGREEMENT WITH STATE OF ILLINOIS
CONCERNING STATE POLICE PATROL OF
INTERSTATE HIGHWAYS WITHIN CITY
AND LOTTERY SALES AT O'HARE
INTERNATIONAL AIRPORT.

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

WHEREAS, The State of Illinois has, pursuant to statute, authorized the sale of Illinois State Lottery Tickets; and

WHEREAS, The State of Illinois desires to place lottery devices at O'Hare International Airport; and

WHEREAS, The City desires to enter into an agreement with the State to permit such activity; and

WHEREAS, The State and the City also desire to enter into an agreement to provide for the patrol of certain highways within the City by the Illinois State Police with the costs thereof to be borne by the State; now, therefore,

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

SECTION 1. On behalf of the City of Chicago, the Mayor is hereby authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to approve as to form and legality, an Intergovernmental Agreement between the State of Illinois and the City of Chicago, said agreement to be in substantially the same form as the agreement attached hereto as Exhibit 1.

SECTION 2. This ordinance shall be effective upon passage.

Exhibit 1 attached to this ordinance reads as follows:

This Intergovernmental Cooperative Agreement ("Agreement") made and entered into this _____ day of _____, 1985, by and between the City of Chicago ("City"), an Illinois home-rule municipal corporation, and the State of Illinois, ("State").

Witnesseth.

Whereas, the City of Chicago hereby designates specified areas at O'Hare International Airport as Lottery Sales Areas, effective upon execution of this Agreement; and

Whereas, the State of Illinois has covenanted through its Chief Executive, James R. Thompson, Governor of the State of Illinois, that effective upon execution of this Agreement, the State of Illinois Police shall begin patrolling interstate highways located

within the corporate boundaries of the City of Chicago as authorized pursuant to Chapter 121, §307.16 Ill. Rev. Stats. (1983); and

Whereas, it is the intent of each party to this Agreement that its commitments shall be conditioned upon satisfactory performance of the commitments made by the other party thereto.

Now, Therefore, for and in consideration of the mutual covenants and agreements hereinabove and thereafter set forth, the parties hereto agree as follows:

Article One: Definitions.

Section 1.01 Definitions. The following words and terms shall have the following meanings when used in this Agreement:

- (a) The "Agreement" means Intergovernmental Cooperative Agreement between the City of Chicago and State of Illinois.
- (b) The "Airport" means Chicago's O'Hare International Airport.
- (c) The "City" means the City of Chicago.
- (d) "Gross Receipts" means the total sum of the State's receipts from all sales of lottery tickets or shares made at or from the Lottery Sales Areas and Services performed at the Lottery Sales Areas, whether for cash or credit, or otherwise, of every kind, name, and nature.
- (e) The "State" means the State of Illinois.

Article Two: Lottery Concession Areas.

Section 2.01 Lottery Sales Areas. Lottery Sales Areas, designated in Exhibits "A", "B", "C", "D", "E", and "F", which are attached hereto and made a part hereof, shall constitute such Lottery Sales Areas for purposes of this Agreement. Additional Lottery Sales Areas may be designated only by express written permission of the Commissioner of Aviation.

Section 2.02 Relocation Rights. (a) City, by and through the Commissioner of Aviation, reserves the right to require of State, during the term of this Agreement, the relocation of installed improvements of Existing Lottery Sales Areas to Relocation Lottery Sales Areas of equivalent size and comparable location on a temporary or permanent basis, where and when in the opinion of said Commissioner it is necessary to the proper functioning of the Airport. Such relocation shall take place after consultation with State. State shall not be required to relocate on a temporary or permanent basis under this Agreement until such time as the Relocation Lottery Sales Areas are completed and ready to commence operation. The City shall pay any and all costs associated with the State's relocation of installed improvements on the premises and/or relocation of any Lottery Sales Areas to any temporary or permanent site as may be required by this paragraph.

*Article Three: Term of
Intergovernmental Agreement.*

Section 3.01 Term. The term of this Agreement shall become effective on the date this Agreement is executed, and shall remain effective for two years, unless otherwise terminated or extended. City and State's execution of their respective covenants beyond the term of this Agreement shall constitute an extension of this Agreement, which extension shall remain in effect until either City or State elects upon reasonable notice to terminate this Agreement.

Article Four: Operations.

Section 4.01 Contract for Operations. City agrees that State may operate the Lottery Sales Areas specified herein by contracting with a not-for-profit organization or organizations designated by the Illinois Department of Rehabilitation Services, Illinois Department of Veterans Affairs, or similar agency.

Section 4.02 Compensation for Operations. State may designate any not-for-profit organization with which it enters into an agreement to operate the Lottery Sales Areas as the licensed agent for such Lottery Sales Areas. Such organization shall be entitled to receive 5%, or such other percentage as may be established by the State Lottery Board, of the gross receipts derived by the State from the sale of lottery tickets at the Lottery Sales Areas as compensation for operating the Lottery Sales Areas. City is not entitled to any compensation based upon a percentage of gross receipts of Lottery tickets or a percentage of winning Lottery tickets sold at the Lottery Sales Areas, and the City hereby waives any right, interest or claim to such compensation.

Section 4.03 Records of State. State shall, with respect to business done by it, or on its behalf, in the Lottery Sales Areas, keep true and accurate accounts, records, books and data, which shall among other things, show all sales made and services performed for cash, on credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all business done upon and within the Lottery Sales Areas. State agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported.

Article Five: Investment by State and City.

Section 5.01 General Responsibilities. State shall design, build, fixture, and equip kiosks located in the Lottery Sales Areas, identified in Exhibits "A", "B", "C", "D", "E", and "F", in accordance with plans and specifications to be submitted to and approved by City, said approval not to be unreasonably withheld. Said designing, building, fixturing and equipping shall commence for each lottery site immediately upon receipt by specifications. State or, in the event that the State operates the Lottery Sales Areas through a contractor, the Contractor shall be liable for utility costs in connection with the sale of lottery tickets at designated Lottery Sales Areas.

Section 5.02 Improvements, Equipment and Decor Installed by State. Plans and specifications, and changes thereto, for all such structures and improvements on Lottery Sales Areas shall be subject to the advance approval in writing of City.

Section 5.03 Alterations, Additions or Replacements. Following the installation as hereinabove set forth, State shall make no alterations, additions, or replacements without obtaining the Commissioner of Aviation's prior written approval in advance thereof, said approval not to be unreasonably withheld. State shall obtain prior written approval of the Commissioner of Aviation before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the date of occupancy thereof.

Article Six: Lottery Operations.

Section 6.01 Hours of Operation. City shall permit the State, or State's Contractor, to operate Lottery Sales Areas between 6:00 A.M. and 11:00 P.M., everyday except Christmas Day.

Section 6.02 Maintenance. State shall maintain all of its trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary. City shall keep adjacent airport common areas clean and sanitary.

Article Seven: Cancellation Provisions.

Section 7.01 State Cancellation Provisions. This Agreement shall be subject to cancellation by written notice from State at its election, to City in the event of any one or more of the following events:

- (a) The permanent abandonment of the Airport as an air terminal.
- (b) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such manner as substantially to restrict State for a period of at least ninety (90) days from operating thereon.
- (c) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or the operation of Lottery Sales Areas within the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (d) The default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from the State of written notice to remedy the same.

Section 7.02 City Cancellation Provision. This Agreement shall be subject to cancellation by written notice from City at its election, to the State in the event of the default by State in the performance of any covenant or agreement herein required to be

performed by State and the failure of State to remedy such default for a period of sixty (60) days after receipt from City of written notice to remedy the same.

Article Eight: Indemnity.

Section 8.01 Indemnity Provisions. State does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages awarded by a court of competent jurisdiction for any and all accidents or injuries to persons or property, except if due to the fault or negligence of City, its agents, invitees, servants, employees, or other representatives. If the Lottery Sales Areas are operated by a licensee or a contractor on behalf of the State, State shall require such agent or contractor to obtain all necessary and appropriate insurance to cover the reasonably anticipated risks associated with operation of the Lottery Sales Areas.

Article Nine: Ingress and Egress.

Section 9.01 General Ingress and Egress Provisions. Subject to regulations governing the use of the Airport, State, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right to ingress and egress from Lottery Sales Areas. The right of ingress and egress from the Lottery Sales Areas will be exercised in such a reasonable manner as to not interfere with normal Airport operations.

Article Ten: Signs.

Section 10.01 Signage Restrictions. State shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the Premises herein, the Airport Terminal Buildings, or other Airport property, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto, said written consent not to be unreasonably withheld.

Article Eleven: Non-Waiver.

Section 11.01 Effect of Waiver: City. Any waiver of any breach of covenants herein contained to be kept and performed by State shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

Section 11.02 Effect of Waiver: State. Any waiver of any breach of covenants herein contained to be kept and performed by City shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the State from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

Article Twelve: Independence of State and City.

Section 12.01 Independence of Parties. It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting State as representative of City for any purpose or in any manner whatsoever.

*Article Thirteen: Rules, Regulations, Laws,
Ordinances and Licenses.*

Section 13.01 Generally. City shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport and Airport Terminal Buildings, and related facilities, which State agrees to observe and obey upon being provided a copy thereof. State shall observe and obey all the laws, ordinances, regulations and rules of the federal, State and county and municipal governments which may be applicable to its operations at the Airport.

*Article Fourteen: Patrol of Chicago's
Interstate Highways.*

Section 14.01 State Police Patrol Authority and Responsibility. The Illinois Department of State Police (IDSP) shall, pursuant to Chapter 121, §307.1 *et seq.* Ill. Rev. Stats. (1983), patrol interstate highways located within the corporate boundaries of the City of Chicago pursuant to Chapter 121, §307.16 Ill. Rev. Stats. (1983).

Section 14.02 Commencement of Patrol Activity. State shall patrol interstate highways located within the corporate boundaries of the City of Chicago effective as soon as possible after the execution of this Agreement but in no event later than thirty (30) days after the execution of this Agreement.

Section 14.03 Cost of Patrol Activity. State shall bear the entire cost burden for policing services described herein.

Section 14.04 Standard of Patrol Activity. Policing of the following interstate highways shall be in accord with the provisions of this Section.

Interstate Route	Name of Expressway
I-90 / I-94	Dan Ryan
I-90 / I-94 / I-90	John F. Kennedy
I-290	Dwight D. Eisenhower
I-55	Adlai E. Stevenson
I-94	Edens
I-94	Calumet
I-57	West Leg of the South Route I-57 (West Leg of the Dan Ryan)

Each of the interstate highways named includes the roadway and all the area between fences, exit and entrance ramps to or from the curb lines of intersecting non-interstate roadways.

As the primary policing agency for the interstate highway system, the Illinois Department of State Police (IDSP) will:

1. enforce all traffic and criminal laws.

2. assume the responsibility for the investigation of all traffic accidents, criminal and non-criminal incidents occurring on the interstate highways located within the City of Chicago, including:
 - a. on-scene investigations.
 - b. walk-in complaints at a Chicago Police Department (CPD) facility.
 - c. delayed reports by a victim/complaint from a non-scene location.
 - d. towing of damaged, disabled, abandoned or relocated motor vehicles.
3. supply traffic direction, motorist assistance and all related police services to users of the interstate highways.

The C.P.D. will provide to the I.D.S.P.:

1. assistance:
 - a. in emergencies and situations when an officer's safety might be jeopardized.
 - b. in responding to reports of crimes in progress.
 - c. at major incidents; traffic, criminal or public service upon request.
2. a. furnishing storage space for I.D.S.P. intoxicilizers at seven C.P.D. facilities:
 1. Area 1 Center (Wentworth) -- 5151 S. Wentworth Avenue.
 2. Area 2 Center (Pullman) -- 727 E. 111th Street.
 3. Area 4 Center (Harrison) -- 3151 W. Harrison Street.
 4. Area 6 Center (Belmont) -- 2452 W. Belmont Avenue.
 5. District 1 (Central) -- 11 E. 11th Street.
 6. District 10 (Marquette) -- 2259 S. Damen Avenue.
 7. District 16 (Jefferson Park) -- 5430 W. Gale Avenue.
- b. allowing the I.D.S.P. to use C.P.D. detention facilities.
- c. transportation of I.D.S.P. prisoners within the City of Chicago.
 1. from location of arrest to C.P.D. detention facilities, upon request, in non-routine incidents where circumstances indicate that an officer's personal safety would be jeopardized.

2. from C.P.D. facilities to appropriate courts within the City of Chicago.
- d. allowing the use of interrogation/interview rooms at all district or area facilities.
- e. allowing the use of telephones at any district or area facilities for official business only. (Telephone log entries may be required for non- City calls in some facilities).

When using C.P.D. detention, arrestee transportation or bonding facilities, the I.D.S.P. will comply with appropriate C.P.D. procedures and report requirements.

The C.P.D. will retain policing responsibility of all incidents which occur on the Chicago Transit Authority right-of-way and all areas within the City of Chicago which are not on the interstate highways' right-of-way.

The C.P.D. and I.D.S.P. will cooperate in matters of mutual interest involving a member of either agency in an incident occurring within the other's primary jurisdiction. No provision of this Agreement shall be construed to grant the I.D.S.P. exclusive jurisdiction of interstate highways.

Section 14.05 Issuance of Motor Vehicle Citations. The Illinois Department of State Police shall issue citations pursuant to the Illinois Motor Vehicle Code, Chapter 95 1/2, §11-601 *et seq.* State covenants to comply with all reasonable requests of City in connection with City's prosecution of infractions of the Illinois Motor Vehicle Code. State lays no claim to fines and penalties collected pursuant to City's prosecution of Illinois Motor Vehicle Code provisions, except those fines and penalties to which State is statutorily entitled. In the event that the Cook County State's Attorney revokes his grant of concurrent authority to the City of Chicago to prosecute specific violations of the Motor Vehicle Code, City may upon thirty (30) days notice either direct the Illinois Department of State Police to issue citations of infractions committed within the corporate boundaries of the City of Chicago pursuant to the Chicago Municipal Code, or terminate this Agreement.

Article Fifteen: Reciprocity of Commitments.

Section 15.01 Covenant of Reciprocity. It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Specifically, if for any reason whatsoever the commitment made on behalf of the City concerning the placement of Lottery Sales Areas at Airport is not carried out in a manner which is acceptable to the Illinois State Lottery (provided, however, that such acceptance shall not be unreasonably withheld), the commitment made on behalf of the Illinois Department of State Police to patrol interstate highways within City shall be void and of no force and effect. Similarly, if the Illinois Department of State Police fails to carry out the commitment to patrol such highways in the manner described herein, City shall be relieved of any obligation to carry out its commitment with regard to the placement of Lottery Sales Areas.

Article Sixteen: Invalid Provisions.

Section 16.01 Effect of Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision does not materially prejudice either City or State in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article Seventeen: Delay in Performance.

Section 17.01 Effect of Enforced Delay in Performance. Neither the City nor State shall be considered in breach, or default of, its obligations in the event of delays in the performance of such obligations due to strikes, wars, acts of God, insurrection, governmental restrictions in obtaining any labor or material or the performance thereof.

Article Eighteen: Miscellaneous Provisions.

Section 18.01 Generally.

- (a) Time is of the essence with respect to the provisions of this Agreement.
- (b) This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois and the ordinances of the City of Chicago.
- (c) This Agreement represents the entire Agreement between City and State and the terms hereof may not be modified or amended except in a writing signed by City and State.
- (d) Whenever City's (or any of City's agents) consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld.

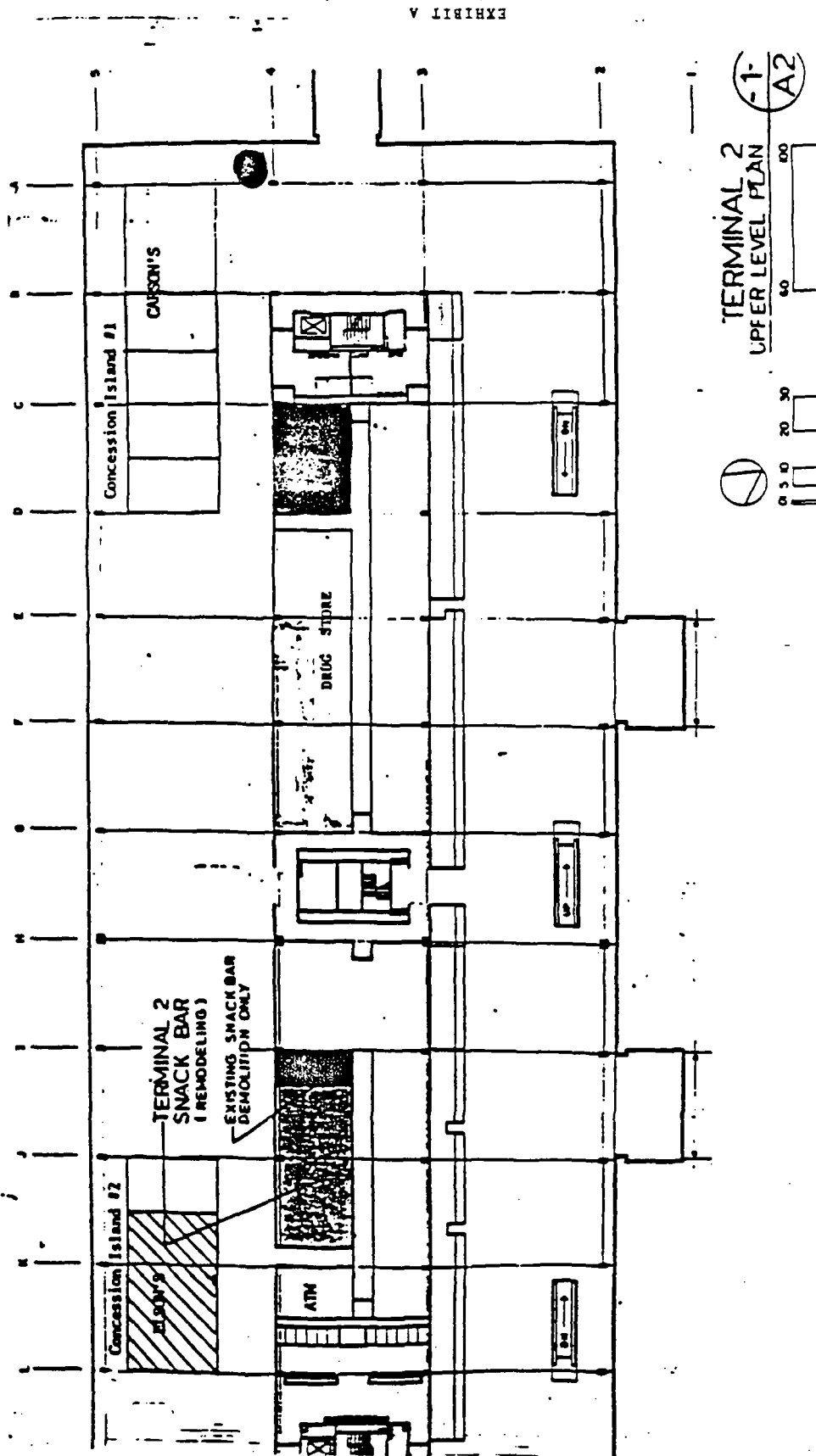
In Witness Whereof, each of the parties has caused this Agreement to be executed and delivered as to the date first above written.

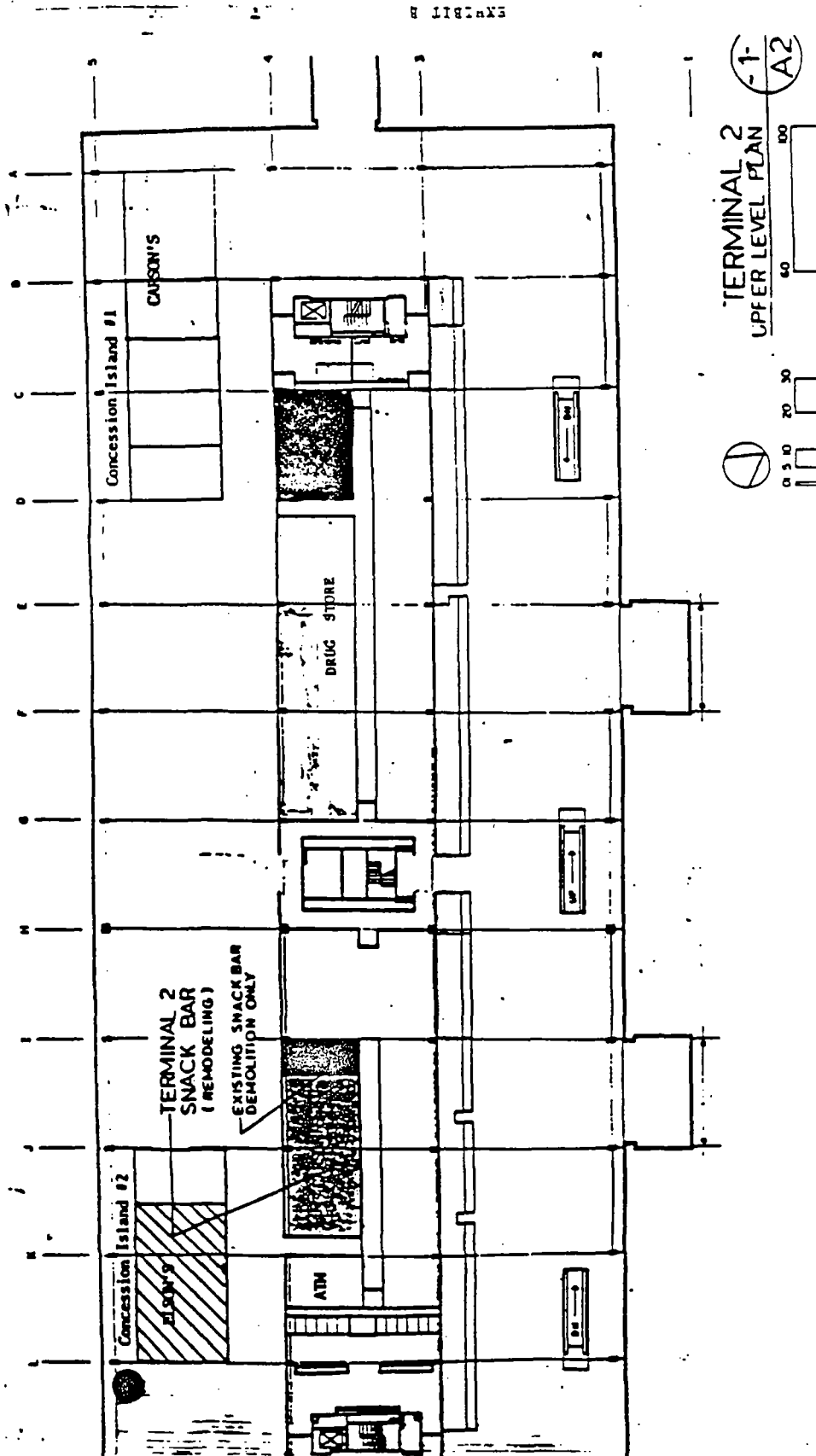
[Signature forms omitted for printing purposes.]

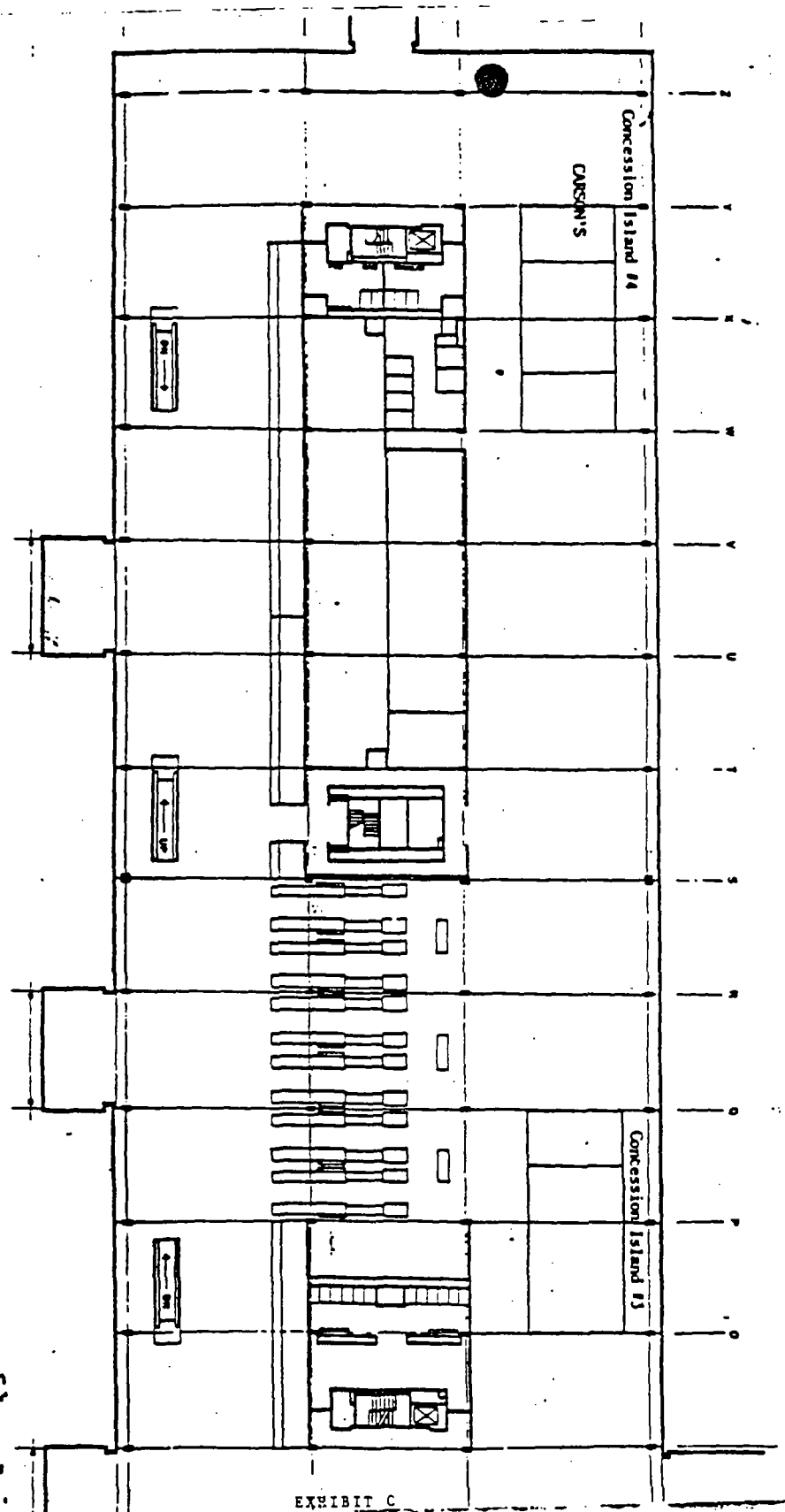
[Exhibits A, B, C, D, E and F printed on pages 22694 through
22699 of this Journal.]

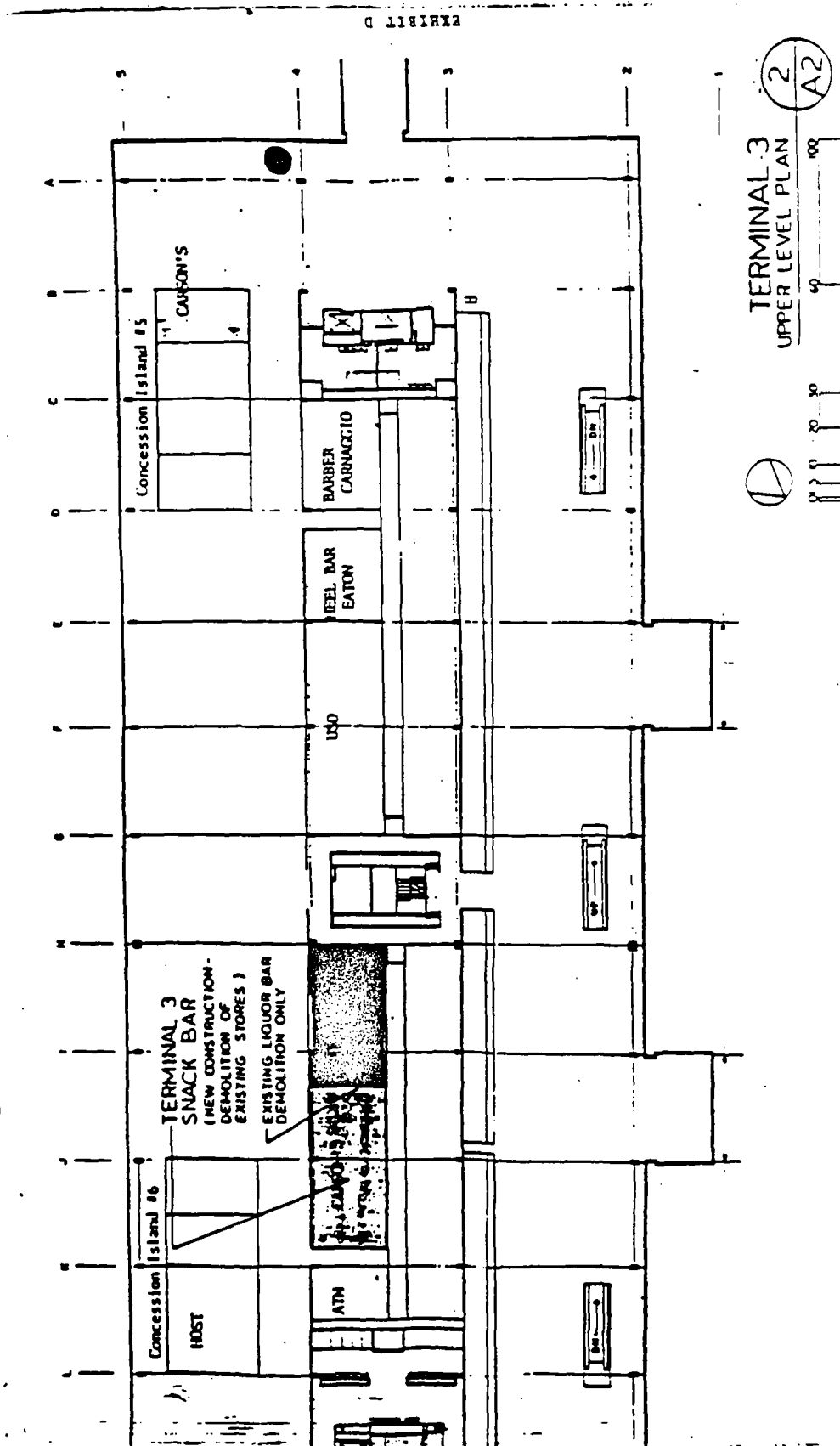
On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

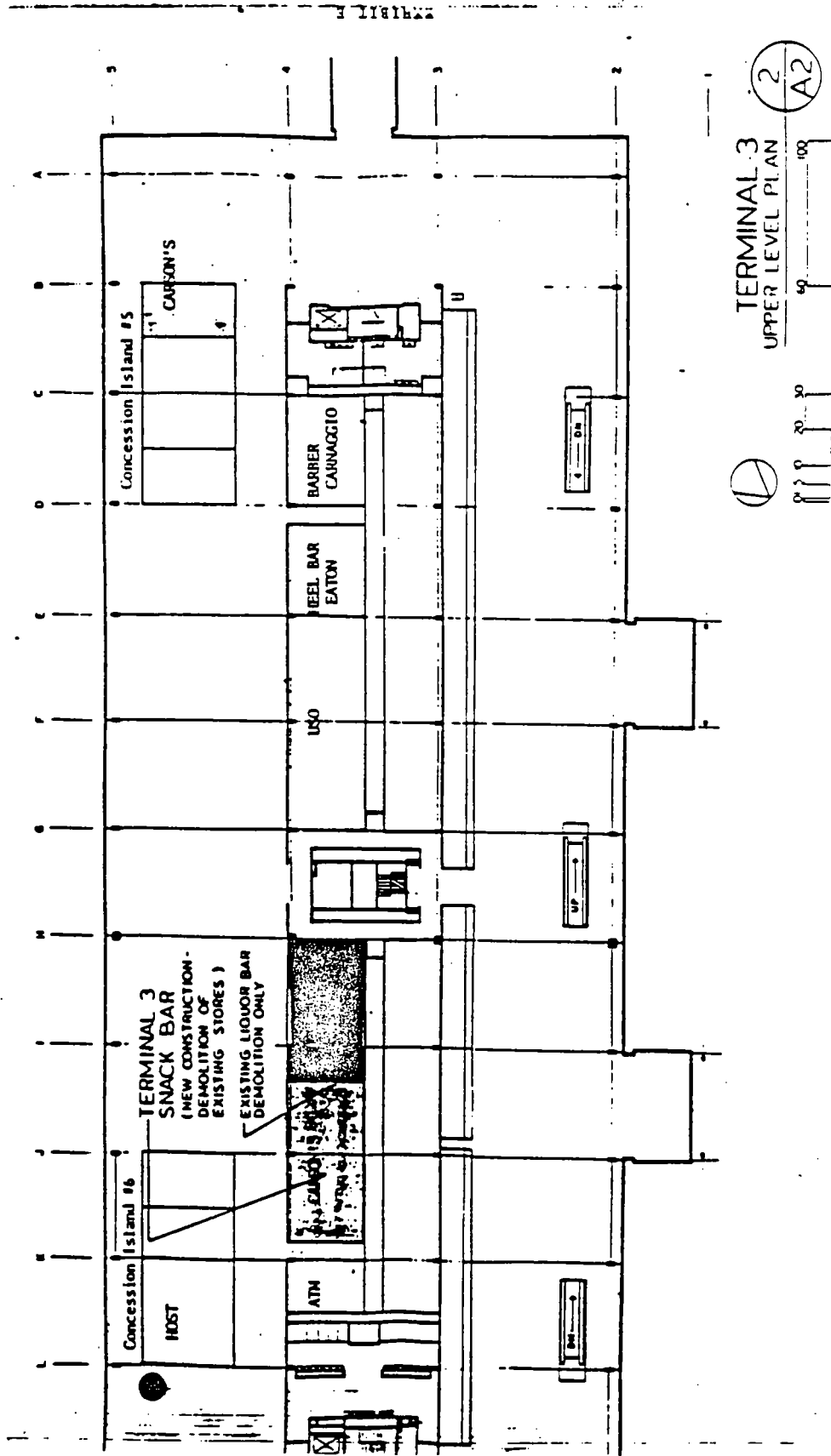
(Continued on page 22700)







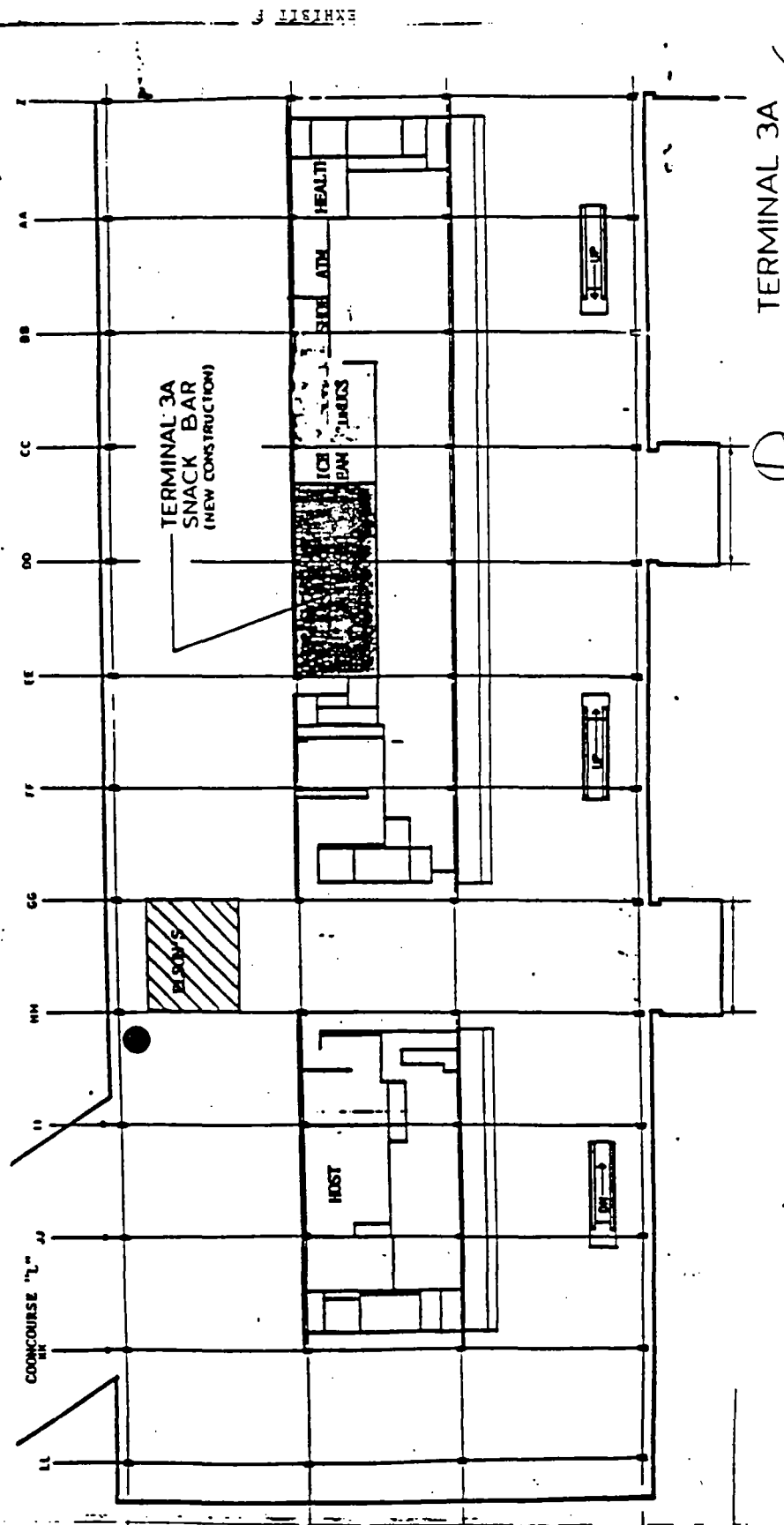





TERMINAL 3
 UPPER LEVEL PLAN







(Continued from page 22693)

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

Nays -- None.

CHAPTER 37, SECTION 37-5 OF MUNICIPAL CODE OF
CHICAGO AMENDED CONCERNING PLACEMENT OF
LOTTERY SALES AT O'HARE INTERNATIONAL
AIRPORT.

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

WHEREAS, The State of Illinois has, pursuant to statute, authorized the sale of Illinois State Lottery tickets; and

WHEREAS, Pursuant to such statutory authorization, the sale of such tickets is not considered gambling under Illinois law; and

WHEREAS, The State of Illinois seeks to place devices for the sale of such lottery tickets at O'Hare International Airport pursuant to an Intergovernmental Agreement between the State and the City; now, therefore,

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

SECTION 1. Section 37-5 of the Municipal Code of the City of Chicago be and hereby is amended by adding the language in italics as follows:

37-5. No threatening, abusive, insulting or indecent language shall be allowed in any part of such park, public playground, bathing beach, public bath or airport; nor shall any conduct be permitted whereby a breach of the peace may be occasioned; nor shall any person tell fortunes; nor shall any person play any game of chance at or with any table or instrument of gambling; nor shall any person commit any obscene or indecent act therein. *Sales of Illinois State Lottery tickets made pursuant to the Lottery Act, P. A. 78-20, effective July 1, 1974, as amended, at O'Hare International Airport are hereby expressly authorized.*

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

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, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

CONDITIONAL APPROVAL AUTHORIZED FOR ISSUANCE
OF CHICAGO-O'HARE INTERNATIONAL AIRPORT
SPECIAL FACILITY REVENUE BONDS FOR
FLYING TIGER LINE, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith, authorizing conditional approval for the issuance of Chicago-O'Hare International Airport Special Facility Revenue Bonds in the amount of \$20,000,000 for the Flying Tiger Line, Incorporated for financing of a cargo facility.

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, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

Alderman Burke then requested that the record reflect said passed ordinance was transmitted to the Mayor who affixed his signature to the same at 1:21 P.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, through its Department of Aviation, is charged with responsibility for future development plans for Chicago-O'Hare International Airport (the "Airport"); and

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

WHEREAS, As part of the development of the Airport, cargo facilities and other related structures and associated site work serving The Flying Tiger Line, Inc. is planned, which is proposed to be financed by the issuance of City of Chicago special facility revenue bonds in

a principal amount not exceeding \$25,000,000, and a Memorandum of Intent has been presented under the terms of which the City of Chicago agrees to issue such bonds for such facility; now, therefore,

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

SECTION 1. The Commissioner of the Department of Aviation of the City of Chicago is hereby authorized to execute a Memorandum of Intent with The Flying Tiger Line, Inc. in substantially the form attached hereto, and said Memorandum of Intent is hereby approved.

SECTION 2. The Mayor of the City of Chicago and the Commissioner of the Department of Aviation are hereby authorized to take such further action as is necessary to carry out the intent and purpose of this ordinance and the Memorandum of Intent as executed.

SECTION 3. In adopting this ordinance, the City Council intends to take "official action", within the meaning of Section 1.103-8(a)(5) of the Internal Revenue Service regulations pertaining to industrial development bonds, toward the issuance of the City of Chicago special facility revenue bonds referred to in this ordinance and the Memorandum of Intent.

SECTION 4. This ordinance shall be effective upon its passage.

Memorandum of Intent attached to this ordinance reads as follows:

Memorandum of Intent.

This Memorandum of Intent is between the City of Chicago (the "Issuer") and The Flying Tiger Line, Inc. (the "Company").

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

(a) The Issuer is authorized to issue its special facility revenue bonds to finance the cost of design, construction and equipping of certain facilities at Chicago-O'Hare International Airport (the "Airport"), together with financing and related costs, including capitalized interest and reserve funds.

(b) The Company desires to design, construct and equip cargo facilities and other related structures and associated site work serving The Flying Tiger Line, Inc. at the Airport (the "Project") which are expected to cost not exceeding \$25,000,000. The Company has requested the Issuer to assist the Company in financing the cost of the Project (including reimbursements of costs incurred prior to the issuance of the bonds) by issuing its special facility revenue bonds.

(c) The proposed financing will contribute to the public welfare and constitute a public purpose pursuant to Illinois Constitution Article VIII, Section 1(a).

(d) The special facility revenue bonds of the Issuer shall be limited obligations of the Issuer payable solely out of the revenues derived by the Issuer from the special facility use agreement referred to below. No holder of any such bonds shall have the right to compel any exercise of the taxing power of the Issuer or any political subdivision of the State of Illinois and such bonds shall not constitute an indebtedness or a loan of credit of the Issuer. It is the expectation of the Company that interest on the bonds will be exempt from Federal taxation under Section 103 of the Internal Revenue Code of 1954, as amended (the "Code").

(e) Subject to due compliance with all requirements of law, by virtue of such authority as may now or hereafter be conferred on the Issuer, and subject to receipt of adequate assurance from the Company that there are one or more purchasers for the bonds, the Issuer intends to issue and sell its special facility revenue bonds in an amount of not exceeding \$25,000,000 to pay the costs of the Project.

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

(a) To authorize the issuance and sale of the bonds pursuant to its lawful and constitutional authority.

(b) To enter into a special facility use agreement with the Company whereby the Company will pay to, or on behalf of the Issuer, such sums as shall be sufficient to pay the principal of and interest and redemption premium, if any, on the bonds as and when the same shall become due and payable.

3. Approvals. The intention of the Issuer to proceed is subject to approval by it and by its attorneys of all appropriate documents, and to satisfaction of the requirements of State and Federal laws, including, but not limited to, Section 103(k) of the Code.

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

(a) That it will use all reasonable efforts to find one or more purchasers for the bonds.

(b) That contemporaneously with the delivery of the bonds it will enter into a special facility use agreement and other instruments with the Issuer, under the terms of which the Company will obligate itself to pay the principal of and interest and redemption premium, in any, on the bonds as and when the same shall become due and payable.

5. General Provisions. All commitments of the Issuer under paragraph 2 hereof and of the Company under paragraph 4 hereof are subject to the condition that on or before 365 days from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Company), the Issuer and the Company shall have agreed to mutually acceptable terms and conditions of the instruments referred to in paragraphs 2 and 4 of the bonds and other instruments or proceedings relating to the bonds. In the event that the Issuer and the Company do not agree to such mutually acceptable terms and conditions, or in the event that bonds are not issued hereunder, neither party shall be bound or obligated to perform any action under the terms of this Memorandum of Intent, provided, however, that the Company shall be obliged to pay all out of pocket costs reasonably incurred by Issuer

(including reasonable fees and disbursements of co-bond counsel) in connection with this Memorandum of Intent.

In Witness Whereof, the parties hereto have entered into this Memorandum of Intent by their officers thereunto duly authorized as of the _____ day of November, 1985.

[Signature forms omitted for printing purposes.]

[Special Facility Use Agreement and Indentures of Trust are omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

CONDITIONAL APPROVAL AUTHORIZED FOR ISSUANCE
OF CHICAGO-O'HARE INTERNATIONAL AIRPORT
SPECIAL FACILITY REVENUE BONDS
FOR NORTHWEST AIRLINES,
INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the conditional approval for issuance of Chicago-O'Hare International Airport special facility revenue bonds in the amount of \$25,000,000 to Northwest Airlines, Incorporated for financing of a cargo facility.

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, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

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

Alderman Burke then requested that the record reflect said passed ordinance was transmitted to the Mayor who affixed his signature to the same at 1:26 P.M.

The following is said ordinance as passed:

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

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

WHEREAS, The City of Chicago and Northwest Airlines, Inc. have entered into an Airport Use Agreement for O'Hare Airport; and

WHEREAS, Pursuant to the Airport Use Agreement and as part of the development of O'Hare Airport, certain cargo facility improvements for Northwest Airlines, Inc. are planned, which improvements are proposed to be financed by the issuance of not exceeding \$20,000,000.00 of City of Chicago special facility revenue bonds, and a Memorandum of Intent has been presented under the terms of which the City of Chicago agrees to issue such bonds for such improvements; now, therefore,

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

SECTION 1. The Commissioner of the Department of Aviation of the City of Chicago is hereby authorized to execute a Memorandum of Intent with Northwest Airlines, Inc. in substantially the form attached hereto, and said Memorandum of Intent is hereby approved.

SECTION 2. The Mayor of the City of Chicago and the Commissioner of the Department of Aviation are hereby authorized to take such further action as is necessary to carry out the intent and purpose of this ordinance and such Memorandum of Intent as executed.

SECTION 3. In adopting this ordinance, the City Council intends to take "official action," within the meaning of Section 1.103-8(a)(5) of the Internal Revenue Service regulations pertaining to industrial development bonds, toward the issuance of the City of Chicago special facility revenue bonds referred to in this ordinance and the Memorandum of Intent.

SECTION 4. This ordinance shall be effective upon its passage.

Memorandum of Intent attached to this ordinance reads as follows:

Memorandum of Intent.

This Memorandum of Intent is between the City of Chicago, Illinois (the "Issuer") and Northwest Airlines, Inc. (the "Company").

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

(a) The Issuer is authorized to issue its special facility revenue bonds to finance the cost of design, construction and equipping of certain facilities at Chicago-O'Hare International Airport (the "Airport").

(b) The Company desires to design, contract and equip certain cargo facilities at the Airport (the "Project") which are expected to cost not exceeding \$20,000,000.00. The

Company has requested the Issuer to assist the Company in financing the cost of the Project (including reimbursement of costs incurred prior to the issuance of the bonds) by issuing its special facility revenue bonds.

(c) The proposed financing will contribute to the public welfare and constitute a public purpose pursuant to Illinois Constitution Article VIII, Section 1(a).

(d) The revenue bonds of the Issuer shall be limited obligations of the Issuer payable solely out of the revenues derived by the Issuer from the financing agreement referred to below. No holder of any such bonds shall have the right to compel any exercise of the taxing power of the Issuer or any political subdivision of the State of Illinois and such bonds shall not constitute an indebtedness or a loan of credit of the Issuer. It is the expectation of the Company that interest on the bonds will be exempt from Federal taxation under Section 103 of the Internal Revenue Code of 1954, as amended (the "Code").

(e) Subject to due compliance with all requirements of law, by virtue of such authority as may now or hereafter be conferred on the Issuer, and subject to receipt of adequate assurance from the Company that there are one or more purchasers for the bonds, the Issuer intends to issue and sell its revenue bonds in an amount of not exceeding \$20,000,000.00 to pay the costs of the Project.

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

(a) To authorize the issuance and sale of the bonds pursuant to its lawful and constitutional authority.

(b) To enter into a financing agreement with the Company whereby the Company will pay to, or on behalf of the Issuer, such sums as shall be sufficient to pay the principal of and interest and redemption premium, if any, on the bonds as and when the same shall become due and payable.

3. Approvals. The intention of the Issuer to proceed is subject to approval by it and by its attorneys of all appropriate documents, and to satisfaction of the requirements of State and Federal laws, including, but not limited to, Section 103(k) of the Code.

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

(a) That it will use all reasonable efforts to find one or more purchasers for the bonds.

(b) That contemporaneously with the delivery of the bonds it will enter into instruments with the Issuer, under the terms of which the Company will obligate itself to pay to or on behalf of the Issuer sums sufficient in the aggregate to pay the principal of and interest and redemption premium, if any, on the bonds as and when the same shall become due and payable.

5. General Provisions. All commitments of the Issuer under paragraph 2 hereof and of the Company under paragraph 4 hereof are subject to the conditions that on or before 365 days from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Company), the Issuer and the Company shall have agreed to mutually acceptable terms and conditions of the instruments referred to in paragraphs 2 and 4 and of the bonds and other instruments or proceedings relating to the bonds. In the event that the Issuer and the Company do not agree to such mutually acceptable terms and conditions, or in the event that bonds are not issued hereunder, neither party shall be bound or obligated to perform any action under the terms of this Memorandum of Intent, provided, however, that the Company shall be obligated to pay all out of pocket costs reasonably incurred by Issuer in connection with this Memorandum of Intent.

In Witness Whereof, the parties hereto have entered into this Memorandum of Intent by their officers thereunto duly authorized as of the 18th day of September, 1985.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED TO EXECUTE ASSIGNMENT OF LEASE
FROM XL DISPOSAL CORPORATION FOR DEPARTMENT
OF SEWERS AND DEPARTMENT OF STREETS AND
SANITATION FOR FACILITY LOCATED AT
1040 WEST 95TH STREET.

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

WHEREAS, The Department of Sewers requires storage and warehouse facilities on the south side of the City of Chicago; and

WHEREAS, The Department of Streets and Sanitation requires an emergency salt spreading facility on the south side of the City of Chicago; and

WHEREAS, The XL Disposal Corporation has offered to assign its lease of the property at 1040 West 95th Street which consists of 47,000 square feet of fenced area improved with a brick garage building and a concrete pad with concrete walls for the storage of salt to the City of Chicago; and

WHEREAS, The property is suitable to accommodate the above purposes and the Departments of Sewers and Streets and Sanitation are desirous of utilizing said facilities; and

WHEREAS, The lease expires on April 30, 1987 and contains an option to renew for an additional five years and an option to purchase; and

WHEREAS, The monthly rental is \$1,250 and XL Corporation has agreed to accept \$240,788 in payment for the improvements upon the land which includes \$3,750 as a security deposit; now, therefore,

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

SECTION 1. The Commissioner of the City of Chicago Department of Sewers is authorized to execute on behalf of the City of Chicago, an assignment of a lease from XL Disposal Corporation for approximately 47,000 square feet of fenced area improved with garage and storage facilities located at 1040 West 95th Street in Chicago, Illinois, subject to the approval of the Department of Sewers and the Corporation Counsel; said assignment is substantially in the following form:

[Assignment of Lease printed on pages 22709
through 22716 of this Journal.

SECTION 2. This ordinance is effective upon 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, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

AUTHORITY GRANTED FOR CONDITIONAL APPROVAL OF
103(b)(4)(A) MORTGAGE REVENUE BONDS FOR
PROJECT BY 200 NORTH DEARBORN
PARTNERSHIP.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the conditional approval of 103(b)(4)(A) mortgage revenue bonds in the amount of \$32,000,000 for the acquisition and construction of a residential housing complex by the 200 North Dearborn Partnership to be located at Lake and Dearborn Streets.

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

(Continued on page 22717)

DESCRIPTION OF LEASE HEREBY ASSIGNED

ASSIGNEE: City of Chicago, Department of Sewers

PREMISES: Part of 1040 W. 95th Street, Chicago, IL as described in Lease attached hereto and made a part hereof.

TENANT-ASSIGNOR: XL Disposal Corporation

OWNER: H. Lang & Sons, Inc.

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT FROM ASSIGNOR
	BEGINNING	ENDING		
May 1, 1982	May 1, 1982	April 30, 1987	\$1,250.00	\$3,750.00

ASSIGNMENT BY TENANT-ASSIGNOR

Effective _____, 19____, for value received, Two HUNDRED FORTY THOUSAND SEVEN HUNDRED EIGHTY-EIGHT and no/100ths Dollars (\$240,788.00), TENANT-ASSIGNOR hereby transfers, assigns and sets over to the City of Chicago, Department of Sewers, all right, title and interest in and to the above Lease including said security deposit and tenants improvements. TENANT-ASSIGNOR shall be released from any liability under this Lease and from its covenants and agreements thereunder.

Date: _____

XL DISPOSAL CORPORATION, TENANT-ASSIGNOR

Attest: _____ By _____
Its Secretary Its President

ACCEPTANCE BY TENANT'S ASSIGNEE

Effective _____ in consideration of the above assignment and written consent of OWNER thereto, the undersigned hereby assumes and agrees to make all payments and to perform and keep all covenants and agreements of TENANT-ASSIGNOR in the above Lease. ASSIGNEE shall make no further assignments or subleases without in each case the written consent of OWNER. The security deposit shall be held by OWNER pursuant to the terms of said lease and for the benefit of OWNER and ASSIGNEE.

Date: _____

CITY OF CHICAGO, DEPARTMENT OF SEWERS,
ASSIGNEE

By _____

CONSENT TO ASSIGNMENT

On this _____, in consideration of the covenants and agreements expressed in the above Assignment and Acceptance, OWNER hereby consents to the assignment of the above Lease from TENANT-ASSIGNOR to the ASSIGNEE above named.

H. LANG & SONS, INC., OWNER

Attest: _____ By _____
Its Secretary Its President

(For Use in Illinois)

July, 1979

LEGAL FORMS

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.**INDUSTRIAL BUILDING LEASE**

DATE OF LEASE	TERM OF LEASE BEGINNING ENDING	MONTHLY RENT
May 1, 1982	May 1, 1982 April 30, 1987	\$1,250.00

Location of Premises:
1040 W. 95th Street, Chicago, Ill.

Purpose:
Operation of waste transfer station and parking of vehicles.

LESSEE	LESSOR
NAME • A L DISPOSAL CORPORATION, an Illinois corporation	NAME AND • H. LANG & SONS, INC.
ADDRESS • 4330 West 137th Place Crestwood, Illinois 60445	BUSINESS • an Illinois corporation ADDRESS • 3600 W. 59th Street Chicago, Ill. 60629

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

**CONDITION
AND UPKEEP
OF PREMISES**

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

**LESSEE NOT
TO MISUSE;
SUBLET;
ASSIGNMENT**

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

**MECHANIC'S
LIEN**

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

**INDEMNITY
FOR
ACCIDENTS**

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whatsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

**NON-
LIABILITY
OF LESSOR**

6. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

**WATER,
GAS AND
ELECTRIC
CHARGES**

7. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

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**KEEP
PREMISES
IN REPAIR**

8. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and whole some condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

**ACCESS TO
PREMISES**

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needed repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "For Rent", and will not interfere with the same.

**ABANDON-
MENT AND
RELETTING**

10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

**HOLDING
OVER**

11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of _____ Dollars (\$ _____) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth, nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**EXTRA
FIRE
HAZARD**

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

**DEFAULT
BY
LESSEE**

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with or to the extent permitted by law without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

**NO RENT
DEDUCTION
OR SET OFF**

14. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

**RENT AFTER
NOTICE
OR SUIT**

15. It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

**PAYMENT OF
COSTS**

16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

**RIGHTS
CUMULATIVE**

17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

**FIRE AND
CASUALTY**

18. In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

SUBORDINATION

19. This lease is subordinate to all mortgages which may now or hereafter affect the Premises.

**PLURALS;
SUCCESSORS**

20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

SEVERABILITY

21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

SEE RIDER ATTACHED FOR ADDITIONAL PROVISIONS.

PAGE 3

RIDER attached to and forming a part of that certain Industrial Building Lease between X L Disposal corporation, Lessee, and H. LANG & SONS, INC, Lessor, dated May 1, 1982.

22. Lessor has this day leased unto Lessee the North portion of Lessor's tract of real estate commonly known as 1040 W. 95th St. Lessee is leasing approximately 47,000 sq. ft. of the tract, North of an East-West line established by the North wall of the existing brick building utilized as a garage, and the garage is to be included with the real estate being leased.

23. It is intended that Lessee utilize the Premises for a waste transfer station for refuse and the parking of related vehicles. Lessor represents that the Premises are presently zoned for such use. In the event however that Lessee is unable to obtain the necessary permits and/or licenses for the construction and operation of such transfer station by June 15, 1982, Lessee shall have the right to declare this lease null and void, in which event Lessee shall have no further obligations under this lease. Lessee shall exercise such right of termination no later than June 15, 1982 by notice in writing given to Lessor as herein provided. In the event of exercise of such termination Lessor shall be entitled to retain all rents received from Lessee, exclusive of security deposits, which security deposits shall be returned to Lessee.

24. Lessor agrees that Lessee shall be entitled to construct all improvements necessary or required for the proper operation of a waste transfer station and that Lessee shall also have the right to install a 12 foot high fence on the north and west sides of the Premises and an 3 foot high fence on the east and south sides of the Premises.

Any such improvements made shall be considered fixtures and upon the termination of the lease shall be considered the sole and exclusive property of the Lessor.

25. Lessee shall obtain access to the Premises from the existing street east and adjoining the Premises and shall not seek access from the adjoining property of Lessor.

26. Lessee shall have the right to install such utility lines and/or pipes as may be necessary to service the intended improvements on the Premises and Lessor grants Lessee the right to run such utilities over and through Lessor's adjoining premises so long as to do so will not affect Lessor's improvements and provided further that Lessee shall make such installation promptly so as not to interfere with Lessor's business operations, and that upon such installation Lessee shall properly restore Lessor's premises to their condition prior to such installation.

27. Lessee shall pay all fees, costs, licenses and taxes in connection with the installation and operation of such improvements, and shall also pay any utility costs or assessments in connection with the same, including any tap-in or user fees for sewer or water connections Lessee agrees to pay all real estate taxes levied on the entire tract in excess of \$4500.00 annually, during the term on this lease.

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11/20/85

28. In the event of any damage to the Lessee's improvements during the term hereof in event such damage constitutes less than 50% of the value of such improvements, Lessee agrees to reconstruct such improvements, and in such event Lessee shall not be relieved of any obligation to pay rent hereunder unless the Lessor shall receive rent from an insurance company, in which event Lessee shall not be obligated to pay rent for the period covered by such insurance proceeds, it being intended that Lessor shall not collect rent twice.

Notwithstanding anything herein to the contrary, in the event Lessee's improvements are damaged in excess of 50% of their value, Lessee shall have the option of terminating this lease, which such option shall be exercised by notice in writing as herein provided given to the Lessor within 60 days after such damage or destruction shall have occurred.

29. Lessee shall have the right and option to renew this lease for an additional term of 5 years upon the same terms and conditions except for the rental as provided herein below, which option shall be exercised by notice given to the Lessor in writing as herein provided, at least 120 days prior to the expiration of the original term.

In the event Lessee exercises such option to renew the rental for such option period shall be increased by an amount of money to compensate for the decrease, if any, of the purchasing power of \$15,000.00. Subsequent to the Lessee's exercise of its option, a comparison shall be made between the Consumer Price Index for All Items for Chicago Metropolitan Area for April, 1982 and that Index for April, 1987, and the increase, if any, shall be based upon the following calculation:

$$\frac{\$15,000.00 \times \text{Index No. for April, 1987}}{\text{Index No. for April, 1982}}$$

30. Lessor hereby grants Lessee an option during the term of this lease to purchase the entire tract of real estate together with all improvements thereon upon the following terms and conditions:

- A. The option price for the entirety of the property shall be \$200,000.00 and shall be exercisable by Lessee's giving notice of such exercise to Lessor in writing as provided herein.
- B. In the event Lessee exercises its option to purchase, it shall be entitled to make a payment of \$60,000.00 down and to enter into articles of agreement for warranty deed providing for amortization of the unpaid balance of \$140,000.00 on the basis of a 30 year period with interest at the rate of 10% per annum, with the right of the Lessee to prepay any amount and with a requirement that the unpaid balance be paid within 5 years of the date of the articles.
- C. The Lessor shall have 4 months from receipt of Lessee's exercise of its option to vacate the premises and deliver possession to the Lessee. The parties agree that the delivery of possession and execution of the articles shall be as close to simultaneously as possible.
- D. The improvements of the Lessor included in the option granted include a brick two story office building, a two story frame house and a one story brick storage building. The Lessor covenants that the buildings will be in the same condition, ordinary wear and tear excepted, as at the time of the execution of this lease.
- E. Lessee-purchaser shall grant to the Lessor-seller the option to lease back from purchaser the one-story brick ice house and the two-story frame house. Lessor-seller shall exercise this option within the time frame outlined in "C" above. If this option is exercised, the rental for the two buildings shall be negotiated to an amount comparable to \$300.00 per month as determined by the value of \$300.00 on May 1, 1982. The term of this lease shall be 5 years with options to renew at 5-year intervals for a total period of 25 years. Lessor must grant to lessee free access to the rear of the ice house building for truck deliveries of ice products during the entire period of this lease.

31. The Lessor represents that it has full right and authority to execute this lease for the term and on the conditions herein contained. Lessor further covenants that Lessee, upon its payment of rental and performing and complying with all covenants, terms and conditions of this lease, shall not be hindered or molested in its enjoyment of the demised Premises by Lessor or any other person.

32. Lessor agrees to pay a brokerage commission to R. M. Post Century 21 of 5239 West 95th Street, Oak Lawn, Illinois, in an amount equal to 5% of the first 12 months rental under this lease. In the event Lessee exercises its option to purchase herein granted, then Lessor agrees to pay R. M. Post Century 21 a commission in the amount of 3½% of the sales price.

33. Lessee has deposited with Lessor the sum of \$3,750.00 which is to be retained by Lessor as a security deposit during the term of this lease, which shall be returned to Lessee at the conclusion of the lease less any amount necessary for Lessor

to expend to restore the premises to the same condition at the inception of this lease, ordinary wear and tear excepted. Under no circumstances shall such deposit be considered as rent.

It is understood by the parties that the provisions of this paragraph shall not apply to the improvements to be installed by Lessee pursuant to the provisions of paragraphs 24 and 26 hereof.

34. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

X L DISPOSAL CORPORATION

By

President

Attest

Secretary

Address: 4330 West 137th Place
Crestwood, Illinois 60445

Address:

3600 W. 59th ST.

Chicago, IL 60629

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 7 pages numbered 1 to 7, including a rider consisting of four pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Date of Lease stated above.

LESSEE: X L DISPOSAL CORPORATION

LESSOR: H. LANG & SONS, INC.

Edward H. Quinn (SEAL)
President
Secretary (SEAL)
Secretary

H. Lang & Sons, Inc. (SEAL)
President
Secretary (SEAL)
Secretary

ASSIGNMENT BY LESSOR

On this _____, 19____, for value received, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 19____.

_____(SEAL)

_____(SEAL)

GUARANTEE

On this _____, 19____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

_____(SEAL)

_____(SEAL)

Note: Use Form Number 12-1P for assignment by Lessee.

(Continued from page 22708)

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

Nays -- None.

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

Alderman Burke then requested that the record reflect said passed ordinance was transmitted to the Mayor, who affixed his signature to same at 1:29 P.M.

The following is said ordinance as passed:

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

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

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

WHEREAS, The 200 North Dearborn Partnership, an Illinois limited partnership to be formed (the "Partnership") the general partners of which are Baird & Warner, Inc. and Elzie L. Higginbottom, wishes to secure financing for the acquisition, construction and equipping of a residential rental housing facility to be located at 200 North Dearborn Street (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such Project; and

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

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

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

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

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

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount not to exceed \$32,000,000 for the aforementioned purpose.

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

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

Memorandum of Agreement attached to this ordinance reads as follows:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and the 200 North Dearborn Partnership, an Illinois limited partnership to be formed (the "Partnership"), the general partners of which are Baird & Warner, Inc. and Elzie L. Higginbottom.

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

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

(b) It is proposed that the Partnership acquire, construct and equip a residential housing project located at 200 North Dearborn Street (the "Project"). Upon completion of the construction, the Project will provide approximately three hundred nine (309) residential rental dwelling units, together with some commercial space. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned, on behalf of the Partnership, wishes to obtain satisfactory assurance from the City that the proceeds from

the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government, to sell and issue its revenue bonds in an amount not to exceed \$32,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

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

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

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

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

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

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

sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

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

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

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

(c) That contemporaneously with the issuance of the Bonds, the Partnership, the Owner and/or the Project Lender, as applicable, will enter into a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds. Said financing agreement shall include without limitation, customary provisions whereby the Partnership shall indemnify the City from and against any losses, claims, liabilities or costs arising from the Bond transactions.

(d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchasers thereof and continuing for at least the period required by Section 103(b)(4)(A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of

the Partnership located within the City of Chicago, Illinois, during regular business hours, all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

(e) That prior to the adoption of the ordinance authorizing the issuance of the Bonds, the Partnership will have complied with Section 26.1 of the Municipal Code of the City.

(f) The Partnership agrees that it will not take, or permit to be taken on its behalf, by any person within its control, any action which would discriminate against any worker, employee or job applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin. Partnership agrees that it shall take or shall cause to be taken on its behalf, by any person within its control, affirmative action to ensure that Project applicants are employed and that Project employees are treated during employment without regard to their race, creed, color, religion, age, 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; rate of pay or other forms of compensation; and selection for training programs, if any.

(g) The Partnership represents and warrants that it is committed to providing fair and representative opportunities for minority and female personnel in both the construction and post-construction phases of the Project. Further, the Partnership agrees to follow the standards established in the City of Chicago Executive Order 85-2, which requires 25% minority participation and 5% participation by women.

(h) The Partnership will develop and adhere to an Affirmative Marketing Plan which will ensure that all individuals, regardless of race, creed, color, religion, age, sex or national origin, shall have available to them the full range of rental choices offered by the Project, limited only by their capacity to afford rental and other costs. The Partnership also agrees to institute and carry out an affirmative program to attract minority and female tenants who have been or may be subject to housing discrimination, and who are least likely to apply for Project housing without special outreach efforts.

(i) The Partnership will comply with all provisions of the "Tax Exempt Multifamily Property Opportunities" guidelines (the "T.E.M.P.O. Guidelines") said T.E.M.P.O. Guidelines having been published by the Department of Housing and effective as of February 1, 1985.

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

4. City Financing and Monitoring Fees. The City requires that all developers who receive below-market rate financing for multi-unit rental project developments pay certain developer fees to meet City administrative and monitoring costs. Such fees shall be paid by the Partnership in accordance with the "Fee Schedule" published in the T.E.M.P.O. Guidelines. All such fees are subject to such adjustment as may be necessary to maintain

the tax exempt nature of interest paid on the Bonds under the "arbitrage regulations" of the Internal Revenue Code of 1954, as amended.

5. Time Limitation on Issuance of Bonds. Any Bonds issued by the City for the benefit of the Project must be issued within one (1) year from the date of passage by the City Council of the ordinance authorizing the execution of this Memorandum of Agreement. All obligations, rights and duties of the respective parties and their successors and assigns to this Agreement shall be void upon the expiration of the one (1) year period.

6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties thereto and their respective successors and assigns. Without limiting the generality of the foregoing, the Partnership may, with the prior written approval of the Commissioner of the Department of Housing, assign its interest herein and the assignee, following assignment, shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this _____ day of _____, 1985.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR ISSUANCE OF CHICAGO SINGLE
FAMILY MORTGAGE REVENUE BONDS, 1985 SERIES A.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of Chicago Single Family Mortgage Revenue Bonds, 1985 Series A, in the amount of \$140,000,000.

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

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

Nays -- None.

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

Alderman Burke then requested that the record reflect said passed ordinance was transmitted to the Mayor, who affixed his signature to same at 1:30 P.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") has pursuant to its home rule powers granted under the 1970 Constitution of the State of Illinois duly adopted Sections 7-85 to 7-98, inclusive, of the Municipal Code of Chicago, as amended (the "Act") (1) to provide for and promote the public health, safety and welfare; (2) to relieve conditions of unemployment and encourage the increase of industry and commercial activities and economic development of the municipality, so as to reduce the evils attendant upon unemployment; (3) to provide for efficient and well-planned urban growth and development including the elimination and prevention of slum areas and urban blight, and the proper coordination of industrial facilities with public services, mass transportation facilities, and residential development; (4) to assist low and moderate income persons in acquiring and owning decent, safe and sanitary housing which they can afford; (5) to promote the integration of families of varying economic means; and (6) to preserve and increase the municipality's ad valorem tax base; and

WHEREAS, The City has determined that, under existing economic conditions affecting the cost and availability of funds for the financing of home ownership in the City and the relative cost of such ownership, it is desirable to supplement the funds presently available to the private sector for the purpose of financing home mortgages (as defined in the Act); and

WHEREAS, The City has consulted with members of the residential mortgage lending industry and others, and has determined that it is desirable to provide such supplemental funds for the purpose of financing home mortgages through (i) the establishment of a multi-lender home mortgage purchase program (the "Program"), (ii) the sale and issuance of its revenue bonds, and (iii) the application of the proceeds of such sale to the purchase of home mortgages to be originated and serviced in accordance with the Program by various lending institutions (as defined in the Act); and

WHEREAS, The City has determined that certain lending institutions which maintain an office and originate home mortgages in the City have demonstrated ability to originate home mortgages in accordance with recognized governmental and insurance industry standards ("Qualified Lenders" as hereinafter defined) and has afforded such Qualified Lenders the opportunity to originate and sell home mortgages under the Program; and

WHEREAS, The City has consulted with members of the real estate building and development industry and others, and has determined that it is desirable to permit Qualified Lenders to reserve a portion of the proceeds of its revenue bonds for mortgages to be originated with respect to certain residential developments; and

WHEREAS, The City expects to solicit and receive offers from various Qualified Lenders to participate in the Program and wishes to enter into agreements with Qualified Lenders, thereby obligating each of such Qualified Lenders to originate home mortgages under the Program and permitting them to reserve certain amounts for developers to be approved on behalf of the City by the Acting Commissioner of the Department of Housing; and

WHEREAS, Pursuant to and in accordance with the provisions of the Act, the City is now prepared to proceed with establishing the Program and financing the origination of such home mortgages and to issue and sell not to exceed \$140,000,000 in principal amount

of its Single Family Mortgage Revenue Bonds, 1985 Series A (the "Bonds"), such Bonds to be secured by the Indenture (hereinafter defined) and except to the extent payable from Bond proceeds, certain insurance proceeds or moneys from the investment thereof, to be payable solely from the revenues and receipts and other amounts received by the City pursuant to the Mortgage Origination Agreements (hereinafter defined) and the Indenture; and

WHEREAS, The City has determined to employ a financial institution to service the home mortgages under the Program pursuant to the Servicing Agreement (hereinafter defined); and

WHEREAS, Drexel Burnham Lambert Incorporated, as representatives of a group of underwriters (the "Underwriters") have submitted to the City a form of Bond Purchase Agreement (hereinafter defined) setting forth their proposal to purchase the Bonds; and

WHEREAS, Copies of a Mortgage Origination Agreement, the Indenture, Servicing Agreement, Developer Participation Agreement and Bond Purchase Agreement have been presented to and are before this meeting; now, therefore,

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

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

"Applicants" shall mean the Qualified Lenders to whom the City sends invitations to participate in the Program.

"Bonds" shall mean the Single Family Mortgage Revenue Bonds, 1985 Series A of the City in an aggregate principal amount of not to exceed \$140,000,000 authorized to be issued pursuant to this ordinance and Article II of the Indenture.

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

"City" shall mean the City of Chicago, Illinois.

"Developers" shall mean those real estate developers who are or become parties to the Developer Participation Agreements and who are approved for such purpose by a participant and the Acting Commissioner of the Department of Housing.

"Developer Participation Agreements" shall mean the Developer Participation Agreements to be entered into from time to time between the City, any Participant and any Developers, which are exhibits to the Mortgage Origination Agreements, as approved by this ordinance, and as the same may be amended from time to time.

"Indenture" shall mean the Trust Indenture dated as of November 1, 1985, from the City to the Trustee, as approved by this ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Investment Agreement" means one or more agreements as provided in the Indenture as executed and delivered pursuant to which moneys on deposit in the various funds and accounts created under the Indenture will be invested.

"Mortgage Loans" shall mean the Mortgage Loans to be originated pursuant to, and as defined in, each Mortgage Origination Agreement.

"Mortgage Origination Agreements" shall mean the Mortgage Origination Agreements, dated as of November 1, 1985, including, without limitation, the Offers to Originate, among the City and the respective Participants, as approved by this ordinance, and as the same may be amended from time to time.

"Official Statement" shall mean the Official Statement as further described and defined in the Bond Purchase Agreement.

"Participants" shall mean the Applicants who enter into Mortgage Origination Agreements and any surviving, resulting, assignee or transferee corporations as permitted by the Mortgage Origination Agreements.

"Qualified Lender" shall mean any lending institution (as defined in the Act) which (i) maintains an office in the City; (ii) originates and services home mortgages (as defined in the Act); (iii) is qualified to sell mortgages to and service mortgages for the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; and (iv) satisfies the requirements of any insurer who issues the insurance policies required to be issued with respect to the Mortgage Loans as required under the Mortgage Origination Agreements.

"Servicer" shall mean Universal Mortgage Corporation of Wisconsin or any other entity approved by the Comptroller and any successor acting as such under the Servicing Agreement.

"Servicing Agreement" shall mean the Master Servicing Agreement dated as of October 1, 1985 among the City, the Trustee and the Servicer as approved by this ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Trustee" shall mean Continental Illinois National Bank and Trust Company of Chicago, and any successor acting as such under the Indenture.

SECTION 2. Pursuant to the Act, the City does hereby authorize the origination and acquisition of the Mortgage Loans in accordance with the terms of the Mortgage Origination Agreements and does hereby find and declare that this ordinance is being enacted pursuant to the powers granted by the Act and that the issuance of the Bonds is for the public purposes as set forth in the Act.

SECTION 3. To provide for the financing of the cost of the acquisition of the Mortgage Loans, the City does hereby authorize the issuance of revenue bonds of the City under the Act to be designated "City of Chicago, Illinois, Single Family Mortgage Revenue Bonds, 1985 Series A" in the aggregate principal amount of up to \$140,000,000. The Bonds shall be issued in the forms and denominations set forth in the Indenture; shall be dated, except as otherwise provided in the Indenture, not earlier than October 1, 1985 and not later than December 31, 1985, shall be numbered as provided in the Indenture, shall mature as provided in the Indenture, but not later than May 1, 2020; shall bear interest payable semi-annually (or at such other time or times as provided in the Indenture) at rate or rates of not to exceed twelve and one-half percent (12-1/2%) per annum; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be sold to the underwriters at a price of not less than 97% of the aggregate principal amount thereof (less any original issue discount which may be used in the marketing of the Bonds) plus accrued interest thereon, if any, from the date of the Bonds to the date of Closing (as defined in the Bond Purchase Agreement); provided however, that any Bonds maturing May 1, 2017 in an initial aggregate principal amount of not exceeding \$30,000 shall be in the form of Capital Appreciation Bonds (as defined in the Indenture), may bear interest to the extent legally enforceable at a rate of not exceeding fifteen per cent (15%) per annum, shall, if issued, be subordinate to all of the other Bonds of the Issue, and notwithstanding the provisions of Section 7-87(c) (9) of the Act, such Bonds of such maturity need not be rated by any nationally recognized rating agency, all upon the condition that such Bonds of such maturity shall bear a legend substantially in the form set forth in the Indenture or such other similar legend as is approved by the Comptroller. The Mayor or the Comptroller is hereby authorized to enter into an agreement with the Underwriters in order to establish, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the maturity dates and amounts and the exact interest rates, redemption terms and sale price of the Bonds.

SECTION 4. The Bonds shall be limited obligations of the City and, except to the extent payable from Bond proceeds, certain insurance proceeds or moneys from the investment thereof, shall be payable solely from the revenues and receipts and other amounts received by or on behalf of the City pursuant to the Mortgage Origination Agreements and the Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment, nor shall the Bonds be construed to create any moral obligation on the part of the City or any political subdivision thereof with respect to their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in the Act shall be construed to authorize the City to create a debt of the City or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation represented by the Bonds is as more fully set forth in the Indenture.

SECTION 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, the Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as

though the person or persons who signed or sealed the Bonds had not ceased to be such officer or officers of the City; and also the Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of the Bonds, shall be the proper officers of the City, although at the nominal date of the Bonds any such person shall not have been such officer of the City.

SECTION 6. The City is hereby authorized to solicit the participation of the Applicants in the Program and to deliver Offers to Originate to them. The Indenture, the Developer Participation Agreements and the Servicing Agreement, in substantially the forms presented to this meeting and filed in the official records of the City Clerk, are hereby approved and the Mayor or the Comptroller of the City is hereby authorized on behalf of the City to execute and deliver the Indenture, any Investment Agreements specified in the Indenture, the Developer Participation Agreements and the Servicing Agreement, attested by the City Clerk or Deputy City Clerk, with such changes therein as shall be approved by such persons executing such document, his execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized to affix to the Indenture, any Investment Agreements specified in the Indenture, the Developer Participation Agreements and the Servicing Agreement, the corporate seal of the City, it being recognized that Developer Participation Agreements may be executed and delivered from time to time hereafter.

SECTION 7. The Mortgage Origination Agreement in substantially the form presented to this meeting and filed in the official records of the City Clerk are hereby approved and the Mayor or Comptroller of the City is hereby authorized on behalf of the City to execute and deliver the Mortgage Origination Agreements, attested by the City Clerk or Deputy City Clerk, subject to the provisions of Section 11 of this ordinance, with such changes therein as shall be approved by such person executing such document, his execution to constitute conclusive evidence of such approval; provided, however, that the origination fee to be charged and retained by the Participant in connection with each Mortgage Loan pursuant to the Mortgage Origination Agreement (which does not include any program participation fee charged to the Mortgagor to reimburse such Participant for Commitment Fees paid by such Participant) shall not exceed one and one-half per cent (1-1/2%) of the principal amount of such Mortgage Loan; and the interest rate on such Mortgage Loan shall be determined by the Comptroller of the City subject to Section 7-87(b)(3) of the Act but shall not exceed 11% per annum.

SECTION 8. Pledge of Certain Revenues. For purposes of the Program and in consideration of the bond insurance authorized under Section 9 hereof, the City is hereby authorized to pledge to the Trustee under the Indenture for the benefit of the Bonds, certain excess revenues which may become available pursuant to Section 5.3(G) Fourth of that certain Trust Indenture dated as of March 1, 1979 from the City to The First National Bank of Chicago, as Trustee (the "1979 Indenture"). Pursuant to the 1979 Indenture, the City has heretofore issued \$150,000,000 aggregate principal amount of its Mortgage Participation Revenue Bonds, Issue A. The pledge of said excess revenues pursuant to this Section 8 shall be subordinate to the lien on such revenues created by the 1979 Indenture, shall be subject to the restrictions set forth in Section 5.3(G) Fourth of the 1979 Indenture, and shall be effective only after the bonds secured pursuant to the 1979 Indenture have been paid in full. The City is authorized to enter into any instrument with The First National Bank of Chicago, as trustee, to confirm the foregoing.

SECTION 9. The City is hereby authorized to purchase insurance on the Bonds from Financial Guaranty Insurance Company, any premiums for such insurance to be paid either from the proceeds received from the sale of the Bonds, investment income therefrom, or from payments with respect to the Mortgage Loans, and in the event such insurance is purchased, the Indenture, Official Statement, Bond Purchase Agreement and Mortgage Origination Agreement shall be appropriately modified to reflect the same.

SECTION 10. The proceeds from the sale of the Bonds available for the purchase of Mortgage Loans ("Available Proceeds") shall be allocated among the Participants in accordance with the following procedure:

1. Each Applicant shall have submitted an application requesting the amount of Available Proceeds ("Requested Amount") such Applicant wishes to use to originate Mortgage Loans (which amount shall be not less than \$1,000,000). The Requested Amount shall specify the amount to be reserved for Developers pursuant to the Developer Participation Agreements.

2. If total Requested Amounts exceed Available Proceeds all Applicants shall have their commitment amounts reduced on a pro rata basis to the extent necessary to make the sum of the Requested Amounts of all Applicants equal to Available Proceeds with the following modifications:

(a) No Applicant's commitment amount shall be decreased to less than \$1,000,000.

(b) Where an Applicant's Requested Amount exceeds its proportionate share of the total volume of single family (one-to-four unit) residential mortgage loans secured by property located within the City originated and serviced by all Participants during the most recent calendar year, its Requested Amount may be further reduced to reflect its demonstrated level of lending activity.

(c) An Applicant's Requested Amount may be adjusted on other than a pro rata basis in order to assure an adequate geographic distribution of Program activity throughout the City.

3. The Commissioner of the Department of Housing of the City may adjust allocations upward or downward to round off allocations to multiples of \$1,000; provided, however, that no such adjustment shall cause an Applicant's allocation to exceed his Requested Amount.

SECTION 11. The Bond Purchase Agreement in substantially the form presented to this meeting and filed in the official records of the City Clerk, is hereby approved and the Mayor or Comptroller of the City is hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the City with the concurrence of the Chairman of the Committee on Finance of the City, with such changes and completions therein with respect to the representatives of the underwriters named therein, interest rates, redemption provisions and the sale price of the Bonds (subject to the limitations set forth in Section 3 hereof) and such other changes as shall be approved by such person executing the document and the Chairman of the Committee on Finance of the City, such execution and such approval to constitute conclusive evidence of approval of such changes, and the sale of the

Bonds pursuant to the Bond Purchase Agreement is hereby authorized. Notwithstanding the authority herein granted to the Mayor and the Comptroller, such authorized officials may in their absolute discretion determine not to execute and deliver any Bond Purchase Agreement even though the same shall comply with this ordinance and the Act, in which event the City shall have no obligation whatsoever with respect thereto.

SECTION 12. The Mayor or the Comptroller is hereby authorized to prepare, execute and deliver an Official Statement for and on behalf of the City substantially in the form presented to this meeting and filed in the official records of the City Clerk.

SECTION 13. The authorized officials of the City are hereby empowered to execute and deliver the Bonds and all documents and other instruments which may be required under the terms of the Bond Purchase Agreement, the Indenture, the Mortgage Origination Agreements, the Developer Participation Agreements, the Servicing Agreement and this ordinance. For purposes of this section "authorized officials of the City" shall mean the Mayor or Comptroller.

SECTION 14. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance, in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, 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 placed on an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be as binding on the City as if signed by the City Comptroller in person.

SECTION 15. This ordinance shall become effective immediately upon its adoption and approval.

[Trust Indenture, Mortgage Origination Agreement, Preliminary
Official Statement, Supplement to Official Statement,
Contract of Purchase, and Master Servicing
Agreement omitted for printing purposes
but on file in the Office of
the City Clerk.]

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH BURNHAM PLAZA ASSOCIATES, FOR
PROJECT LOCATED AT 818-826 SOUTH WABASH
AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with Burnham Plaza Associates in the amount of \$2,014,120 to assist in the construction of a project to be located at 818-826 South Wabash Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- None.

Alderman Hagopian and Alderman Frost were excused from voting under the provisions of Rule 14 of Council's Rules of Order.

WHEREAS, The City Council of the City of Chicago, by ordinance passed April 25, 1984, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the construction of rental housing; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-00-AA-17-0215 which provides for a loan of grant funds to the Burnham Plaza Associates, an Illinois limited partnership in the amount of \$2,014,120 to assist in the rehabilitation of a currently abandoned building located at 818-826 South Wabash into mixed used rental residential/commercial development, 20% of which units will be reserved for low income persons, and will create expanded employment opportunities; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$2,014,120 of Urban Development Action Grant funds to Burnham Plaza Associates, an Illinois limited partnership, the general partner of which is Kacy Associates, an Illinois limited partnership, the general partner of which is C & K Enterprises, Ltd., for the purpose of assisting the rehabilitation of a currently abandoned building located at 818-826 South Wabash Avenue, Chicago, into a mixed use rental residential/commercial development, 20% of which rental apartments will be reserved for low income persons and which

Redevelopment Agreement obligates Burnham Plaza Associates to construct the aforesaid improvements as part of its Burnham Plaza Project by expending approximately \$35,000,000 in private funds; and further obligates Burnham Plaza Associates to use its best efforts to create 231 new, permanent job opportunities as represented in the original application for funds.

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

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

*Urban Development Action Grant Redevelopment
Agreement.*

Agreement made in Chicago, Illinois, as of the _____ day of _____, 19____, between the City of Chicago, Illinois (the "City"), by and through the Department of Housing ("D.O.H."), having its offices at 318 South Michigan Avenue, Chicago, Illinois 60604 and American National and Trust Company of Chicago, not personally, but as Trustee under Trust No. 65660, dated 27 September 1985 ("Borrower"), the sole beneficiary of which is Burnham Plaza Associates, an Illinois limited partnership, having its principal offices at 225 West Ohio Street, Chicago, Illinois 60610 ("Developer").

Witnesseth:

Whereas, Housing has as its primary purpose the creation of safe, decent, affordable housing for the residents of the City; and

Whereas, it is the intention of Borrower to acquire and Developer to rehabilitate and construct a facility at 818-826 South Wabash Avenue, Chicago, Illinois 60605, as a mixed use residential rental/commercial space building which will allow Developer to provide rental housing and create new employment opportunities; and

Whereas, D.O.H. has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the renovation by Developer of said facility; and

Whereas, in response to said application the United States Department of Housing and Urban Development has approved U.D.A.G. Grant No. B-00A-17- 0215 (the "U.D.A.G. Grant"), which provides that \$2,014,120 may be loaned by the City to Borrower; and

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

Now, Therefore, the parties hereto agree as follows:

Whereas, Housing has as its primary purpose the creation of safe, decent, affordable housing for the residents of the City; and

Whereas, It is the intention of Borrower to acquire and Developer to rehabilitate and construct a facility at 818-826 South Wabash Avenue, Chicago 60605, as a mixed use residential rental/commercial space building which will allow Developer to provide rental housing and create new employment opportunities; and

Whereas, D.O.H. has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the renovation by Developer of said facility; and

Whereas, in response to said application the United States Department of Housing and Urban Development has approved U.D.A.G. Grant No. B-00A-17- 0215 (the "U.D.A.G. Grant"), which provides that \$2,014,120 may be loaned by the City to Borrower; and

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

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

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

1.01 "Additional Security" shall mean those assets of any entity, other than Developer, now owned or hereafter acquired, in which Lender has been granted a security interest as security for repayment of the Loan, as set forth in Exhibit B of this Agreement.

1.02 "Bond Purchaser shall mean Bank One, Columbus N.A..

1.03 "Borrower's" or "Developer's Liabilities" shall mean all obligations and liabilities of Borrower or Developer, as the case may be, 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).

1.04 "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 or Developer's Liabilities, Developer's business, Borrower's and/or Developer's ownership and/or use of any of its assets, and/or Developer's income and/or gross receipts.

1.05. "Collateral" shall mean those assets of Borrower and/or Developer (individually or collectively), now owned or hereafter acquired in which Borrower and/or Developer has granted Lender a security interest as set forth in Exhibit C of this Agreement as security for the Loan.

1.06 "Financials" shall mean those financial statements provided to D.O.H. at the time of application for the Loan and financial statements hereinafter provided to D.O.H. pursuant to the terms of this Agreement.

1.07 "Indebtedness" shall mean all obligations and liabilities of Borrower and/or Developer 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.

1.08 "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/or Developer and delivered to Lender by Borrower and/or Developer.

1.10 "Property" shall mean that certain real estate located at 818-826 South Wabash Avenue Chicago, Illinois 60605, and all buildings, facilities, structures and fixtures now existing or hereafter erected thereon.

1.11 "Project" shall mean all activities of Developer in rehabilitating and developing the Property using the proceeds of the Loan or other Indebtedness.

1.12 "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

1.13 "Senior Lender" shall mean the Bond Purchaser.

1.14 "Senior Financing" shall mean the loans of the Senior Lender or permitted replacement of thereof, plus accrued and unpaid interest, plus additional amounts actually advanced upon a failure of Borrower or Developer to perform their respective obligations under such loans.

1.15 "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B-00- AA-17-0215 and dated 1 October 1985, between the Secretary of Housing and Urban Development and the City.

Section II. Consideration.

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

Section III. Loan.

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

Section IV. Borrower's and Developer's Covenants.

Borrower and Developer respectively, warrant, represent and covenant to City as follows:

4.1 Borrower and Developer shall be governed, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as may be in effect from time to time during the term of this Agreement.

4.2 Developer shall proceed diligently to carry out its redevelopment pursuant to Exhibit A.

4.3 Developer shall use its best efforts to create or cause to be created in connection with tenant occupancy and utilization of the Property, within 48 months after the date of preliminary approval of the U.D.A.G. Grant Agreement, 231 permanent jobs, of which 80 will be for low and moderate income persons, 130 will be for C.E.T.A.-eligible persons, and 92 will be for minority persons.

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

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

4.6 Borrower And Developer Expressly Agree That The Funds Available Pursuant To This Agreement Shall Not Be Deemed Committed By The City To The Borrower Until The City Has Received A Release Of Funds ("R.O.F.") From The Secretary, And Any Otherwise Eligible Cost Incurred By The Borrower Or Developer Prior To Said R.O.F. Shall Be At Their Sole Risk, If The United States Department Of Housing And Urban Development Should Later Withdraw The U.D.A.G. Grant Fund.

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

Section V. Inspection and Review.

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

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

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

Section VI. Certificate of Completion.

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

Section VII. Restrictions on Use.

During the term of the Loan, Developer shall devote the Property solely for purposes of a mixed use residential rental/commercial facility.

Section VIII. Permitted Liens.

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

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

8.3 Subject to the provisions of Paragraph 8.4 of this Section VIII, the following shall be Permitted Liens against the Project: (a) liens for taxes being contested in good faith by appropriate proceedings; (b) deposits or pledges to secure obligations under workmen's compensation, social security or similar laws, or under unemployment insurance; (c) deposits or pledges given in the ordinary course of business to secure bids, tenders, contracts (other than contracts for the payment of money), leases and other like

obligations: (d) judgment liens unless the judgment secured shall remain unstayed, undischarged or unbonded for 30 days; (e) mechanics', workmen's, materialmen's, or other like liens arising in the ordinary course of business being contested in good faith; (f) easements, rights-of-way, zoning restrictions and similar charges or encumbrances not interfering with the operations of the Developer, any subsidiary of Developer or the Project; (g) purchase money mortgages, liens, pledges or security interests existing in collateral or property acquired by Borrower and/or Developer after the date of this Agreement, provided that City's perfected security interest in assets of Borrower or Developer, granted by either to secure repayment of the Loan shall have a value (as determined by independent appraisal, if necessary, and paid for solely by Borrower or Developer), of no less than 120% of the then outstanding principal balance of the Loan; provided, however, purchase money mortgages or security interests may be granted on machinery and equipment used on the Project, in Developer's or subsequent Project operating manager's ordinary course of business, upon the prior written consent of the City, which consent will not be unreasonably withheld.

8.4 Borrower and/or Developer shall promptly give written notice of any Permitted Liens affecting the Property, where the City's prior consent pursuant to the Section VIII, is not required. In the event any such Permitted Lien is in excess of \$100,000, Developer shall provide evidence of reserves and/or grant additional security to the City, as the latter may reasonably request to assure its security in the U.D.A.G. Collateral is not materially diminished by such Permitted Lien.

Section IX. Events of Default.

The occurrence of any of the following events or conditions shall be a default of this Agreement: (a) default in the payment ("monetary default"), or performance of any of the obligations or of any covenants or liabilities by Developer ("non-monetary default"), contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower or Developer, proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the U.D.A.G. Collateral; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Developer or any guarantor or surety for Borrower or Developer, or uncured default on the Loan or any Agreement; and (e) a default of any Senior Financing. If a monetary default or non-monetary default shall have occurred, and shall continue for 10 or 60 days, respectively, from receipt of notice thereof (deemed to be 3 days after City has placed said notice in the United States Mails, addressed to Borrower and/or Developer, first class postage, registered, return receipt requested, all prepaid), Borrower and/or Developer has not cured said default(s) (the "Cure Period"), then the City shall have the right to exercise the remedies provided in Section X of this Agreement, provided, however, that in the event a non-monetary default cannot reasonably be cured within the aforesaid 60 day period, and if Developer has commenced efforts to cure, then the time to cure such non-monetary default shall be extended so long as Developer diligently continues to cure such default; provided further, however, that in the case of a default under the Senior Financing, the cure period granted therein shall be the Cure Period under this Agreement.

Section X. Remedies.

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

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

Section XI. Acceleration Upon a Sale, Refinancing or Syndication.

Upon a sale, partial sale, refinancing (except a Permitted Refinancing as defined below) or syndication of the Project, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys or collection fees due and owing, shall at the sole option of the City, without further notice, demand or

presentment to Borrower by City, become immediately due and payable: provided, however, that a syndication for purposes of raising Developer's equity of at least \$2,999,000 shall not cause an acceleration of the Loan under this Agreement.

Section XII. General.

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

(b) All rights of City to and under this Agreement and in and to the U.D.A.G. Collateral shall pass to and may be exercised by any assignee thereof. Borrower and Developer agree that if City gives notice to Borrower or Developer of an assignment of said rights, upon such notice, the liability of Borrower and Developer to the assignee shall be immediate and absolute. Neither Borrower nor Developer will set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that neither Borrower nor Developer shall waive hereby any right of action to the extent that waiver is expressly made unenforceable under applicable law.

Section XIII. Housing and Urban Development Approval.

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

Section XIV. Equal Employment Opportunity.

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

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

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

14.3 Developer will include the provisions of subsections 14.1 and 14.2 of this Section XIV in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XV. No Assignment or Succession.

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

Section XVI. Disclaimer of Relationship.

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

Section XVII. Conflict of Interest.

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

Section XVIII. Limitation of Liability.

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

Section XIX. Time of the Essence.

Time is of the essence of this Agreement.

Section XX. Additional Provisions.

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

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

If to City:	City of Chicago, Illinois Department of Housing 318 South Michigan Avenue Chicago, Illinois 60604 Attention: Commissioner
If to Borrower:	American National Bank and Trust Company of Chicago 33 North LaSalle Street Chicago, Illinois 60602 Attention: Trust Department
If to Developer:	Burnham Plaza Associates 245 West Ohio Street Chicago, Illinois 60610 Attention: Mr. Jerome Karp
With copies to:	City of Chicago c/o Department of Law City Hall - Room 511 Chicago, Illinois 60602 Attention: Corporation Counsel
	and
	Mr. Jeffery C. Rappin Greenberger, Krauss & Jacobs Suite 2700 180 North LaSalle Street Chicago, Illinois 60602

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

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

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

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

[Signature forms omitted for printing purposes.]

Exhibits A, B, C, D and E attached to this Agreement read as follows:

*Exhibit A
To Redevelopment Agreement.*

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

(a) City shall lend Borrower \$2,014,120 of Grant Funds for rehabilitation by Developer of the Project;

(b) City shall issue multi-family housing bonds in an amount not less than \$25,000,000.

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

(a) Borrower shall acquire, and Developer shall rehabilitate and construct the Property and develop the Project for a total cost of not less than \$30,000,000.

(b) Developer shall provide at least \$2,999,000 of cash equity for development costs.

(c) Borrower shall borrow from the Senior Lender at least \$23,000,000 for the acquisition, renovation and development of the Property.

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

*Exhibit B
To Redevelopment Agreement.*

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

1. Construction Loan.

(a) The principal amount of the Loan shall be \$2,014,120.

(b) Interest at the rate of 0% per annum shall be accrued on all U.D.A.G. Grant funds drawn down from time to time by Borrower.

(c) The construction period will commence upon the initial disbursement of the U.D.A.G. Grant funds to Borrower but in no event later than 31 December 1985, and shall continue for a period of 24 months from said initial disbursement, but in any event ending no later than 30 December 1987.

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

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

(ii) Borrower shall furnish to City a commitment for an A.L.T.A. policy of mortgagee title insurance, in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, and subordinated only to the first mortgage of the Senior Lender to secure a loan in an amount not to exceed \$30,000,000.

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

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

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

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

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

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

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

(vi) Loan disbursements shall be made on the following basis:

(aa) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of U.D.A.G. Grant funds for every \$12.82 of private funds expended by Borrower and Developer for the Project.

(bb) Until completion of 50% of the Project as determined by certification thereto and approval thereof by the Project Architect and/or Engineer, Developer and the City, payment shall be for 90% of such work completed, with a 10% holdback. Upon

completion of 50% of the Project, as certified, one-half of the aggregate holdback to that date shall be released to the Borrower.

(cc) After 50% of the Project is completed pursuant to Paragraph (bb) above, all disbursements of the Loan shall be for 95% of the work completed with a 5% holdback.

(dd) Upon substantial completion of the Project as certified and approved by the Project Architect and/or Engineer, Developer and the City, all remaining holdback shall be released to Borrower.

2. Permanent Loan.

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

(b) The term of the loan shall be 40 years commencing upon substantial completion of construction but in no event later than 31 December, 1987.

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

(i) For years 1 through and including 3, payments of the principal balance shall be deferred and payments of interest thereon at the rate of 3% per annum shall be deferred and accrued, which accrued interest shall be added to the principal balance to form a revised principal balance;

(ii) For years 4 through and including 5, monthly payments of interest only on the revised principal balance at the rate of 3% per annum;

(iii) For years 6 through and including 7, equal monthly payments of the revised principal balance and interest thereon at 3% per annum based upon a 35 year amortization schedule;

(iv) For years 8 through and including 15, equal monthly payments of the revised principal balance and interest thereon at 5% per annum based upon a 33 year amortization schedule;

(v) For years 16 through and including 39, equal monthly payments of the unpaid revised principal balance and interest thereon at 7% per annum, based upon a 25 year amortization schedule;

(vi) On or before the 10th month of year 40, one final balloon payment in an amount sufficient to pay off the unpaid revised principal, plus any and all interest accrued and unpaid, any late charges and attorney's fees then due and owing.

3. Additional interest ("Additional Interest") shall be paid by Borrower to City as follows:

(a) After Borrower has received a 14% return on equity ("R.O.E."), annually on a non-cumulative basis, Borrower shall pay the City 35% of the remaining Net Cash Flow

(defined as all operating revenues less debt service on Senior Lender's and City's loans and other permitted financings; real estate taxes; reasonable and customary operating expenses (including a management fee of up to 6% percent of gross revenues; and without deduction for depreciation of capital improvements). Equity, as used herein shall mean all cash or recourse notes contributed to the Project by the Borrower as capital.

(b) In the event of a sale, partial sale, syndication or refinancing in which the City chooses not to remain in the Project, Borrower shall pay to City 25% of Net Proceeds (as hereinafter defined), from such transaction(s).

(c) Notwithstanding anything herein to the contrary, the City shall receive 50% of proceeds received by Developer from a syndication for purposes of meeting its equity contribution to the Project, and not required for completion of the Project.

(d) "Net Proceeds" shall mean:

(i) in the case of a sale or partial sale, gross sale proceeds less payoff of the Senior Lender's and City's Loans, Borrower's equity, and usual and customary cost of sale;

(ii) in the case of a refinancing, gross refinancing proceeds less payoff of the refinanced loan, and usual customary costs of refinancing;

(iii) in the case of a syndication, gross syndication proceeds less the syndicator's equity, and customary and usual costs of syndication.

(e) Borrower shall (i) submit to City within 120 days of the close of the calendar year during the term of the Loan, financial statements prepared by a certified public accountant, in accordance with Generally Accepted Accounting Principals, consistently applied, setting forth among other things the annual gross revenues and expenditures of the Project, and Additional Interest due and owing the City if any, along with a check in the amount therefor; (ii) and, pursuant to Paragraph (d) above, submit to City within 5 working days of closing of the transaction, a statement prepared by a certified public accountant, prepared in accordance with Generally Accepted Accounting Principals, consistently applied, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor.

4. Prepayment of Loan.

The Loan may be prepaid at any time without penalty up to the first City participation in annual Net Cash Flow pursuant to Paragraph 3 (a), above, and thereafter, a prepayment fee shall be paid the City as follows:

(aa) in the first year after participation, 12% of the unpaid revised principal balance;

(bb) for each year thereafter, the fee paid shall be as in (aa) above, reduced by .75% per year.

5. Nondisturbance Agreements. City agrees, upon request from Developer, to execute and deliver, nondisturbance and attornment agreements reasonably satisfactory to

Developer and City wherein City shall agree that, with respect to any leases of the Project, the tenants, under such leases shall be entitled to the quiet enjoyment of the leased premises without disturbance from City if and so long as such tenants shall not be in default under such leases.

Exhibit C
To Redevelopment Agreement.

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

1. A second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of the Senior Lender in an amount not to exceed \$25,000,000.
2. A grant of security interest in all personal assets of the Project, subordinated only to an interest granted the Senior Lender.
3. The completion of the Project shall be guaranteed by Developer, and repayment of the Loan shall be guaranteed by Developer solely to the extent of its assets in the Project, and no other partner, general or limited shall be personally liable under the aforesaid guaranty.

Exhibit D
To Redevelopment Agreement.

1. City shall loan the sum of \$2,014,120 to Borrower for the purpose of rehabilitation of the Property.
2. The Senior Lender shall loan at least \$23,000,000 to Borrower for the purpose of acquisition and renovation of the Property.
3. Developer shall provide not less than \$2,999,000 in equity funds for rehabilitation of the Property.

Exhibit E
To Redevelopment Agreement.

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

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

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

a. Upon initiation of construction activities the Developer shall insure that the approved wage determination materials, together with a poster (U.S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

b. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Developer shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U.S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Developer shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH CHICAGO AND NEIGHBORHOOD HOUSING
SERVICE REDEVELOPMENT CORPORATION FOR PROJECT
LOCATED AT 701-709 NORTH CENTRAL AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith, authorizing the execution of a redevelopment agreement with Neighborhood Housing Service Redevelopment Corporation, whereby Urban Development Action Grant funds will be lent to assist the corporation to rehabilitate buildings located at 701-709 North Central Avenue, in the amount of \$343,250.

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, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed August 14, 1984, authorized the submission of an application to the United States Department of Housing and Urban Development for a Housing Development Action Grant to promote the construction of rental housing; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Housing Development Action Grant Number II004HG405-0181 which provides for a loan of grant funds to the Neighborhood Housing Service Redevelopment Corporation, an Illinois not-for-profit corporation in the amount of \$343,250 to assist in the rehabilitation of an abandoned building into a 26 unit residential rental facility with approximately 27,900 square feet of commercial space on the ground floor, and located at 701- 709 North Central Avenue, Chicago, Illinois which will create expanded rental units available to the citizens of the City, and will create expanded employment opportunities; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$343,250 of Housing Development Action Grant funds to Neighborhood Housing Service Redevelopment Corp., an Illinois not-for-profit corporation, for the purpose of assisting in the rehabilitation of an abandoned building into a 26 unit residential facility with approximately 27,900 square feet of commercial space on the ground floor, and which Redevelopment Agreement obligates Neighborhood Housing Service Redevelopment Corp., to rehabilitate the aforesaid building as part of its 701-709 North Central Project by expending approximately \$767,504 in private funds; and further obligates Neighborhood Housing Service Redevelopment Corporation, to reserve 19 of the 26 units for low and moderate income persons or families for a term of not less than 20 years.

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

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

Redevelopment Agreement attached to this ordinance reads as follows:

*Housing Development Action
Redevelopment Agreement.*

This Agreement ("Agreement") made in Chicago, Illinois, as of the _____ day of _____, 19____, between the City of Chicago, Illinois (the "City"), by and through its Department of Housing ("D.O.H."), having its offices at 318 South Michigan Avenue, Chicago, Illinois 60604, and Neighborhood Housing Service Redevelopment Corp., an Illinois not-for-profit corporation, ("Borrower"), with its principal offices at 123 North Jefferson, Chicago, Illinois 60606.

Witnesseth:

Whereas, D.O.H. has as its primary purpose the creation of safe, decent, affordable housing for the residents of the City; and

Whereas, Borrower has acquired and intends to rehabilitate a currently condemned facility at 701-09 North Central Avenue, Chicago, Illinois 60644, as a mixed use residential rental/commercial space building, of which 19 of 26 rental units will be reserved for qualified low and moderate income persons; and

Whereas, D.O.H. has made an application to the United States Department of Housing and Urban Development for a Housing Development Action Grant for funds to be used as a loan to finance the rehabilitation by Borrower of said facility; and

Whereas, in response to said application the United States Department of Housing and Urban Development has approved H.O.D.A.G. Grant No. IL004HG405 (the "H.D.G. Grant"), which provides that \$343,250 may be loaned by the City to Borrower; and

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

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

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

1.1 "Declaration of Restrictive Covenants" shall mean the agreement executed by and between the City and Borrower which agreement shall be recorded as a covenant running with the land.

1.2 "H.D.G. Collateral" shall mean the land, buildings and personal assets of Borrower, now owned or hereafter acquired, including all additions, accessions and substitutions thereto and therefor, comprising the Project (as hereinafter defined).

1.3 "H.D.G. Grant Agreement" or "H.D.G. Grant" shall mean the Agreement Numbered IL004HG405, and dated August 28, 1985, between the Secretary of Housing and Urban Development and the City.

1.4 "Lender A" shall mean Harris Trust and Savings Bank.

1.5 "Lender B" shall mean the City of Chicago.

1.6 "M.B.E." shall mean a business enterprise with at least 51% minority ownership, and whose day to day operations are significantly controlled by such minority ownership.

1.7 "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.

1.8 "Project" shall mean all activities of Borrower in acquiring, rehabilitating and managing the Property (as hereinafter defined).

1.9 "Project Term" shall mean the minimum period of time Borrower must make available 19 of 26 residential rental units to Qualified Tenants (as hereinafter defined).

1.10 "Property" shall mean that certain real estate located at 701-09 North Central, Chicago, Illinois 60644, and all buildings, facilities, structures and fixtures now existing or hereafter erected thereon.

1.11 "Qualified Tenant" shall mean individuals or families of low or moderate income within the meaning of Section 103(b)(12)(C) of the Internal Revenue Code of 1954, eligible to occupy one of the Reserved Units (as hereinafter defined).

1.12 "Reserved Unit" shall mean one of the 19 residential rental units reserved for rental by Qualified Tenants.

1.13 "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

1.14 "Senior Financing" shall mean the loans of the Lender A and Lender B, or permitted replacement of thereof, plus accrued and unpaid interest, plus additional amounts actually advanced upon a failure of Borrower to perform its obligations under such loans.

1.15 "W.B.E." shall mean a business enterprise firm with at least 51% female ownership, and whose day to day operations are significantly controlled by such female ownership.

Section II. Consideration.

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

Section III. Loan.

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

Section IV. Borrower's Covenants.

Borrower warrants, represents and covenants to City as follows:

4.1 Borrower shall be governed, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now, or may be in effect from time to time during the term of this Agreement.

4.2 Borrower shall proceed diligently to carry out the Project pursuant to Exhibit A.

4.3 Borrower shall be: (a) bound by and adhere to the requirements of 24 C.F.R. Part 200, Subpart M; and (b) responsible for implementing regulations thereof as found at 24 C.F.R., Part 106, relating to affirmative fair housing marketing, and the same are expressly incorporated herein by reference.

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

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

4.6 Borrower Expressly Agrees That The Funds Available Pursuant To This Agreement Shall Not Be Deemed Committed By The City To The Borrower Until The City Has Received A Release Of Funds ("R.O.F.") From The Secretary, And Any Otherwise Eligible Cost Incurred By The Borrower Prior To Said R.O.F. Shall Be At Their Sole Risk, If The United States Department Of Housing And Urban Development Should Later Withdraw The H.D.G. Grant Fund.

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

Section V. Inspection and Review.

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

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

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

Section VI. Labor Standards.

Borrower shall be required to meet (including all contractors of Borrower), for all laborers and mechanics employed on the Project, labor standards and prevailing wage rates not less than those prevailing on similar construction in the locality, as determined by the

Secretary of Labor in accordance with the Davis- Bacon Act, as amended, 40 U.S.C. 276a-276a-5, and any contracts involving the employment of such persons shall be subject to the provisions of the Contract Work Hours and Safety Standards Act, as amended 40 U.S.C. 327-333.

Section VII. Certificate of Completion.

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

Section VIII. Restriction on Use.

During the term of the Loan, Borrower shall devote the Property solely for purposes of a residential rental facility consisting of 26 rental apartments, and approximately 27,900 square feet of commercial space on the ground floor.

Section IX. Permitted Liens.

9.1. During the term of the Loan, Borrower shall not grant security interests in, nor otherwise encumber the H.D.G. Collateral unless the grantee of any such grant consents to and acknowledges the rights of the City in the H.D.G. Collateral.

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

9.3. Subject to the provisions of Paragraph 8.4 of this Section IX, the following shall be Permitted Liens against the Project: (a) liens for taxes being contested in good faith by appropriate proceedings; (b) deposits or pledges to secure obligations under workmen's compensation, social security or similar laws, or under unemployment insurance; (c) deposits or pledges given in the ordinary course of business to secure bids, tenders, contracts (other than contracts for the payment of money), leases and other like

obligations; (d) judgment liens unless the judgment secured shall remain unstayed, undischarged or unbonded for 30 days; (e) mechanics', workmen's materialmen's or other like liens arising in the ordinary course of business being contested in good faith; (f) easements, rights of way, zoning restrictions and similar charges or encumbrances not interfering with the operations of the Borrower, any subsidiary of Borrower or the Project; and (g) purchase money mortgages, liens, pledges or security interests existing in collateral or property acquired by Borrower after the date of this Agreement, provided that City's perfected security interest in assets of Borrower granted to secure repayment of the Loan shall have a value (as determined by independent appraisal, if necessary, and paid for solely by Borrower), of no less than 120% of the then outstanding principal balance of the Loan.

9.4. Further, Borrower shall promptly give written notice of any Permitted Liens affecting the Property, where the City's prior consent pursuant to Section VIII, is not required. In the event any such Permitted Lien is in excess of \$5,000, Borrower shall provide evidence of reserves and/or grant additional security to the City, as the latter may reasonably request to assure its security in the H.D.G. Collateral is not materially diminished by such Permitted Lien.

Section X. Events of Default.

The occurrence of any of the following events or conditions shall be a default of this Agreement: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities by Borrower ("non-monetary default"), contained or referred to hereinafter the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower, proving to have been false in any material respect when made or furnished; (c) any action by Borrower in contravention of the H.D.G. Grant Agreement, or which serves to place the City in violation thereof; (d) the making of any levy, seizure or attachment on the H.D.G. Collateral; (e) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower or any guarantor or surety for Borrower, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (f) a default of any Senior Financing. If a monetary default or non-monetary default shall have occurred, and shall continue for 10 or 60 days, respectively, from receipt of notice thereof (deemed to be 3 days after City has placed said notice in the United States Mail, addressed to Borrower, first class postage, registered, return receipt requested, all prepaid), Borrower has not cured said default(s) (the "Cure Period"), then the City shall have the right to exercise the remedies provided in Section XI of this Agreement, provided, however, that in the event a non-monetary default cannot reasonably be cured within the aforesaid 60 day period, and if Borrower has commenced efforts to cure, then the time to cure such non-monetary default shall be extended so long as Borrower diligently continues to cure such default; provided further, however, that in the case of a default under the loan of Lender A, the cure period granted therein shall be the Cure Period under this Agreement.

Section XI. Remedies.

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

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

Section XII. Borrower Indemnification.

Borrower shall save, defend and hold harmless, the City, from any and all liability of City to H.U.D. occasioned by Borrower's actions which cause the City to violate any provisions of the H.D.G. Grant Agreement.

Section XIII. Acceleration Upon a Sale, Refinancing or Syndication.

Upon a sale, partial sale, refinancing (except a Permitted Refinancing as defined in Section VIII herein), or syndication of the Project, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys or collection fees due and owing, shall at the sole option of the City, without further notice, demand or presentment to Borrower by City, become immediately due and payable; provided, however, that a syndication for purposes of raising Borrower's equity of at least \$234,701 shall not cause an acceleration of the Loan under this Agreement.

Section XIV. General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of Borrower shall bind its executors or administrators or its successors or assigns.

(b) This Agreement shall become effective, after signed by the City, when it is signed by both Borrower.

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

Section XV. Housing and Urban Development Approval.

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

Section XVI. Equal Employment Opportunity.

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

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

16.2 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.

16.3 Borrower will include the provisions of subsections 16.1 and 16.2 of this Section XVI in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XVII. Utilization of Minority and Women Business Enterprises.

17.1 Pursuant to Executive Order 85-2, issued by the Mayor of the City on April 3, 1985 and 24 CFR, Part 850.35(b), both of which are expressly incorporated herein by reference, Borrower agrees to develop a plan to expend not less than 25% of the total dollar value of the Loan with one or more certified M.B.E., and not less than 5% of the total dollar value of the Loan with one or more certified W.B.E.

17.2 Borrower's M.B.E./W.B.E. commitments may be met by: (i) contracting or subcontracting a portion of the work on the Project to one or more M.B.E. or W.B.E.; (ii) purchases of materials used in completing the Project from one or more M.B.E. or W.B.E.; or (iii) any combination of the foregoing. The Purchasing Agent of the City of Chicago, upon request, will provide assistance in identifying qualified and certified M.B.E. and W.B.E. eligible for consideration as contractors, subcontractors, materialmen and/or vendors. Requests for assistance should be addressed to:

Mr. McNair Grant
City of Chicago Department of Purchases,
Contracts and Supplies, Monitoring and Compliance
Kraft Building - Room 101A
510 North Peshtigo Court
Chicago, Illinois 60611

17.3 (a) M.B.E. and W.B.E. proposed by Borrower for participation in the Loan, shall be certified by the City as of the date of such submission to the Purchasing Agent. In the alternative, Borrower shall submit an affidavit or acceptable equivalent that the proposed M.B.E. or W.B.E. participant has, as of the date of said submission, a Form Schedule A - Application For Certification As Qualified And Bona Fide Minority Or Women Owned Business awaiting review by the Purchasing Agent for eligibility; provided, however, that Form Schedule A may be submitted only following a prior determination by the Purchasing Agent that the work contemplated by the Borrower for the proposed M.B.E. or W.B.E. requires capabilities and/or expertise not possessed by an existing certified M.B.E. or W.B.E. Certifications or re-certifications shall be effective for one calendar year from the date granted.

(b) a Directory of Qualified and Bona Fide Minority and Women Owned Business Enterprises, is maintained by the Purchasing Agent at its offices set forth in Paragraph 17.2.

17.4 The City endorses the participation of joint ventures in meeting the commitments of the Section XVII. However, in joint ventures with any M.B.E. or W.B.E., full credit may be denied by the Purchasing Agent unless: (i) there exists a written joint venture agreement between the parties which evidences their respective ownership interests and financial involvement in the joint venture; and (ii) the joint venture agreement specifically delineates defined managerial and other significant duties that actually will be performed by the minority or women joint venture partners. Where a joint venture entity is proposed, the joint venture agreement and a completed Form Schedule B shall be submitted with the bid or proposal.

17.5 Borrower may request a waiver from the requirements of this Section XVII in writing and directed to the Purchasing Agent. The request shall establish by clear and convincing evidence that full compliance with M.B.E./W.B.E. compliance is impossible or economically unreasonable under the circumstances. In the event a waiver request is granted the Borrower, the Purchasing Agent may condition such waiver upon the Borrower's express agreement to make every effort to comply with the spirit if not the specific letter of Executive Order 85- 2. The determination of the Purchasing Agent in this circumstance shall be final.

17.6 Borrower agrees to report to the Purchasing Agent on all expenditures related to the Loan made to achieve compliance with M.B.E./W.B.E. requirements. Such reports shall include, but shall not be limited to the name and business address of each M.B.E. and W.B.E. performing directly or indirectly, on the Project; a description of the work performed and/or products or services supplied; and any other information as may reasonably be requested by the Purchasing Agent in determining Borrower's compliance with this Section XVII.

Section XVIII. No Assignment or Succession.

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

Section XIX. Disclaimer of Relationship.

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

Section XX. 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 its personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

Section XXI. Limitation of Liability.

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

Section XXII. Time of the Essence.

Time is of the essence of this Agreement.

Section XXIII. Additional Provisions.

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

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

If to City:

City of Chicago, Illinois
c/o Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner

If to Borrower:

Neighborhood Housing Service
Redevelopment Corp.
123 North Jefferson
Chicago, Illinois 60606

With copies to:

City of Chicago
c/o Department of Law
City Hall -- Room 511
Chicago, Illinois 60602
Attention: Corporation Counsel

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

23.3 If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of

such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

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

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

[Signature forms omitted for printing purposes.]

Exhibit A
To Redevelopment Agreement.

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

(a) City shall lend Borrower not more than \$343,250 of Grant Funds for rehabilitation of the Project;

(b) City shall lend (as Lender B), to Borrower, not less than \$270,000 for rehabilitation of the Project;

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

(a) Borrower shall acquire and rehabilitate the Property, and develop the Project into a mixed use facility with 26 residential apartments and approximately 27,900 square feet on the ground floor, all for a total cost of not less than \$1,110,754;

(b) Borrower shall provide at least \$234,701 of cash equity for development costs;

(c) Borrower shall borrow from Lender A at least \$262,803, and from Lender B, at least \$270,000 for the acquisition, rehabilitation and development of the Property;

(d) Borrower shall enter into and execute a Declaration of Restrictive Covenants Agreement with the City, in recordable form:

(e) Borrower shall develop affirmative programs relating to utilization of M.B.E. and W.B.E. firms, and Fair Housing Marketing.

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

Exhibit B
To Redevelopment Agreement.

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

1. Construction Loan.

(a) The principal amount of the Loan shall be \$343,250.

(b) Interest at the rate of 2% per annum shall be accrued on all H.D.G. Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form an enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the H.D.G. Grant funds to Borrower but in no event later than December 1, 1985 and shall continue for a period of 6 months from said initial disbursement, but in any event ending no later than May 31, 1986.

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

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

(ii) Borrower shall furnish to City a commitment for an A.L.T.A. policy of mortgage title insurance, in the full amount of the third mortgage on the Property, free of encumbrances and other exceptions to title owner than those approved, in advance, by City, and subordinated only to the first mortgage of the Lender A to secure a loan in an amount not to exceed \$262,803, and to the second mortgage of Lender B, to secure a loan in an amount not to exceed \$270,000;

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

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

(aa) A Request for Reimbursement, specifying the amount requested, that said amount is for H.D.G. eligible items, and is in the ratio of Loan funds to Private funds (defined as Borrower's equity and loan proceeds from Lenders A and B), as set forth in Paragraph (vi) (aa) below;

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

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

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

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

(vi) Loan disbursements shall be made on the following basis:

(aa) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of H.D.G. Grant funds for every \$2.236 of private funds expended by Borrower for the Project.

(vii) Disbursement of Loan proceeds shall be for the requested reimbursement amount less:

(aa) Until completion of 50% of the Project as determined by certification thereto and approval thereof by the Project Architect and/or Engineer, Borrower and the City, reimbursement shall be for 90% of work completed, with a 10% holdback. Upon completion of 50% of the Project, as certified, one-half of the aggregate holdback to that date shall be first credited against holdbacks applicable to the remaining reimbursement requests pursuant to Paragraph (bb) below.

(bb) After 50% of the Project is completed pursuant to Paragraph (aa) above, all disbursements of the Loan shall be for 95% of the work completed with a 5% holdback.

(cc) Upon substantial completion of the Project as certified and approved by the Project Architect and/or Engineer, Borrower and the City, all remaining holdback shall be released to Borrower.

2. Permanent Loan.

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

(b) The term of the loan shall be 29 years commencing upon substantial completion of construction but in no event later than May 31, 1986.

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

(i) For years 1 through and including 2 from the date of initial occupancy, monthly payments of interest only on the enlarged principal balance at the rate of 2% per annum;

(ii) For years 3 through and including 26, equal monthly payments of the enlarged principal balance plus interest thereon at the rate of 2% per annum based upon a 29 year amortization schedule;

(iii) In year 27, a balloon payment in the amount of the remaining outstanding enlarged principal balance, plus any and all accrued and unpaid interest, late charges and attorney's fees incurred in collecting the Loan.

3. After 20 years from the date of initial occupancy of the Project, the Loan may be prepaid without premium or penalty.

5. Nondisturbance Agreements. City agrees, upon request from Borrower to execute and deliver, nondisturbance and attornment agreements reasonably satisfactory to Borrower and City wherein City shall agree that, with respect to any leases of the Project, the tenants, under such leases shall be entitled to the quiet enjoyment of the leased premises without disturbance from City if and so long as such tenants shall not be in default under such leases.

Exhibit C

To Redevelopment Agreement.

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

1. A third mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to: (i) the first mortgage of Lender A in an amount not to exceed \$262,803, plus such additional sums as may be advanced to assure completion of the Project; and (ii) the second mortgage of Lender in an amount not to exceed \$270,000.

2. A grant of security interest in all personal assets of the Project, subordinated only to interests granted to Lenders A and B, respectively.

3. The completion of the Project shall be unconditionally guaranteed by Borrower, and repayment of the Loan shall be guaranteed by Borrower to the extent of its assets in the Project, and no other partner, general or limited shall be personally liable under the aforesaid guaranty.

Exhibit D

To Redevelopment Agreement.

1. City shall loan the sum of \$343,250 to Borrower for the purpose of rehabilitation of the Property.

2. The Lender A shall loan at least \$262,803 to Borrower for the purpose of acquisition and rehabilitation of the Property.

3. Lender B shall loan at least \$270 to Borrower for the purpose of acquisition and rehabilitation of the Property.

4. Borrower shall provide no less than \$234,701 in equity funds for acquisition and rehabilitation of the Property.

Exhibit E
To Redevelopment Agreement.

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

1. Not less than sixty days prior to the initiation of any construction, the Borrower shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing U. S. Department of Labor Form 308, or equivalent.

2. Borrower shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form HUD-1421 (6-75) or equivalent.

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

1. Upon initiation of construction activities the Borrower shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Borrower shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Borrower shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH GERALD GORSKI AND
MICHAEL ESPOSITO.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a redevelopment agreement in the amount of \$7,456 to Gerald Gorski and Michael Esposito for land write-down assistance for the purchase of property located at 4555 West Addison Street.

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

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

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated August 13, 1985, has approved a redevelopment project which obligates the City of Chicago to assist Gerald Gorski and Michael Esposito in the acquisition of certain real estate; and

WHEREAS, Gerald Gorski and Michael Esposito have executed a contract of sale with Ditmar and Elizabeth Kronfellner-Kraus, husband and wife, to acquire certain property located at 4555 West Addison Street, Chicago, Illinois, which the purchasers will lease to Audio-Tex Industries, Inc. as part of its business expansion plans, and which expansion is expected to result in the additional employment of approximately 4 persons within 36 months of the acquisition; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, and subject to the approval of the United States Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist Gerald Gorski and Michael Esposito in the acquisition of a parcel of land consisting of approximately 15,125 square feet of property located at 4555 West Addison Street in the City of Chicago, said Agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement.

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

Redevelopment Agreement attached to this ordinance reads as follows:

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), Bank of Ravenswood, not personally, but as Trustee of Trust No. 25-6306, ("Seller"), the sole beneficiaries of which are Ditmar Kronfellner-Kraus and Elizabeth

Kronfellner-Kraus, his wife, c/o James Ostler, 135 South LaSalle Street, Chicago, Illinois, and American National Bank & Trust Company of Chicago, not personally, but as Trustee of Trust No. 65519 ("Purchaser"), the sole beneficiaries of which are Gerald Gorski and Michael Esposito, individuals with principal offices at 4555 West Addison Street, Chicago, Illinois.

Recitals:

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

Whereas, 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 development in the City of Chicago; and

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

Whereas, Seller and Purchaser have executed an agreement dated April 25, 1985 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 4555 West Addison Street, Chicago, Illinois ("Property"), for the total amount of \$225,000.00, which Purchaser will lease to Audio-tex, Inc. ("Lessee"), an Illinois corporation, owned solely by the beneficiaries of Purchaser, for the purposes of expanding its current business of manufacturing, distribution and selling audio speaker parts and products ("Project"); and

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

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated August 13, 1985, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 14 permanent jobs, and create an estimated 4 new permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

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

Section II. Consideration.

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

Section III. Employment.

Developer shall use its best efforts to increase its total employment to approximately 18 permanent employees at the Property within 36 months of execution of this Agreement.

Section IV. Conveyance of Property.

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

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

(c) The sale and conveyance shall, in any event, be closed no later than November 15, 1985.

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

Section V. Evidence of Financing.

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

Section VI. Transfer or Abandonment of Property.

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

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

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

Section VII. Limitation Upon Encumbrance of Property.

Neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property for a period of 12 months after the execution date of this Agreement without City's prior written consent, which consent will not be unreasonably withheld; provided, however, encumbrances of Lessee on its assets made in the ordinary course of Lessee's business shall not be subject to the terms of this Section VII.

Section VIII. Mortgagees Use of Property.

Any holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall be required to devote the Property or any part thereof to the uses, provided or permitted in this Agreement.

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

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

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

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

Section X. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XI. Survival of Agreement.

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

Section XII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, VI, VII, XIV and XV are not met in the time and manner set forth therein.

Section XIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipt of the aforesaid notice, by the Purchaser, Purchaser shall upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans.

(c) Notwithstanding anything herein to the contrary, Seller shall not be liable for any default of this Agreement except a default of Seller under the Sale Contract.

Section XIV. Non-discrimination.

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

Section XV. Equal Employment Opportunity.

Purchaser for itself and its successors and assigns agrees that:

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

training, including apprenticeship. Purchaser agrees to cause Lessee to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Purchaser will cause Lessee, in all solicitations or advertisements for employees placed by or on its behalf, to state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

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

Section XVI. Miscellaneous.

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

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

If to City:

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

If to Purchaser:

Gerald Gorski and Michael Esposito
c/o Kenneth H. Denberg
208 South LaSalle Street, Suite 468
Chicago, Illinois 60604

If to Seller:

Ditmar and Elizabeth Kronfellner-Kraus
c/o James Ostler
135 South LaSalle Street
Chicago, Illinois 60604

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

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

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

[Signature forms omitted for printing purposes.]

EXECUTION OF LOAN AND SECURITY AGREEMENT
AUTHORIZED WITH PRESTIGE GRAPHICS,
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 in the amount of \$85,000 between City of Chicago and Prestige Graphics, Incorporated.

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, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The U.S. Department of Housing and Urban Development has made available to the City of Chicago, through the Federal Community Services Block Grant Program, Community Development Block Grant Program--Year XI, 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, Prestige Graphics, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$85,000 for purposes of purchasing machinery and equipment and working capital, which will result, among other things, in the retention of 20 permanent, and the creation of an estimated 2 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 Prestige Graphics, Inc.; now, therefore,

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

SECTION 1. The Commissioner of the Department 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 Prestige Graphics, Inc. pursuant to which the City will loan \$85,000 to Prestige Graphics, Inc. to assist Prestige to expand its commercial printing operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of the Department 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 attached to this ordinance reads as follows:

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 Prestige Graphics, Inc., an Illinois corporation, with principal offices at 434 South Wabash Avenue, Chicago, Illinois 60604 ("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 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 \$85,000 ("Loan") for the purposes of relocating and expanding its commercial printing operations from its current location to 730 West Lake Street, Chicago, Illinois 60606.

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 leasehold interest in certain real estate located at 730 West Lake Street, Chicago, Illinois 60606, 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 South Central 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 \$85,000.

3.02 The term of the Loan shall be 6 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(s) set forth on Lender statement(s) provided Borrower on or before the 10th day of January, April, July and October of each year the Loan remains outstanding. The aforesaid interest rate shall be established as of the date of this Agreement is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be 1 April, 1985.

3.04 Repayment of the Loan shall be in 72 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 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(s) to Borrower.

3.05. Borrower expressly agrees that Loan proceeds shall be used only for purposes of purchasing machinery and equipment, and working capital, and only at the Property; and that in occupying the Property, Borrower is not relocating from another labor area out side the City, 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 interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$85,000, 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 Donald Jahnke 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: substantially the form attached hereto as Exhibit A.

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 identifying the Lender as a loss payee, as its interests appear.

5.04 Personal Guarantee or 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.

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 Borrower shall be governed by, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders which may be in effect during the term of the Loan.

7.03 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.

7.04 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 7.04.

7.05 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).

7.06 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.

7.07 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.

7.08 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 "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 20 present full-time jobs; and shall use its best efforts to create approximately 2 new, permanent jobs within 18 months after execution of this Agreement.

9.02 Borrower as requested from time to time, shall report in writing to D.E.D., or such other entity as D.E.D. may designate, 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 the 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 their loans.

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, continued 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 the 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:

15.1 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.

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

15.3 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 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:

Prestige Graphics, Inc.
730 West Lake Street
Chicago, Illinois 60606

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 Prestige Graphics, 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 _____, 19____.

Notary Public

My Commission Expires _____

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE
PROJECT AGREEMENT FOR IMPROVEMENTS OF
FOSTER AVENUE BETWEEN CANFIELD
AND CUMBERLAND AVENUES.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Foster Avenue between Canfield Avenue and Cumberland Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 19_____, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Foster Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

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

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

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

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

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided,

upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State, and the Federal Highway Administration to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Non-discrimination regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

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

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the construction and widening of Foster Avenue between Canfield Avenue and Cumberland Avenue.

A new section of Foster Avenue will be constructed between Canfield Avenue and Pittsburgh Avenue. Between Pittsburgh Avenue and Cumberland Avenue, the

existing roadway will be widened to 36 feet in order to provide a uniform pavement width within the limits of the project.

In addition to the construction and widening of the roadway, this project will include the installation of traffic signals at the intersection of Foster Avenue with Canfield Avenue; the construction of new curbs, gutters, sidewalks, driveways and sidewalk ramps for the handicapped; construction of a closed storm sewer drainage system with catch basins along curb lines; pavement markings and street signs and; landscaping within the limits of the project. The street lighting system will be improved and relocated as necessary, and all other appurtenances necessary to complete the project will also be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$1,200,000
Force Account Construction	\$228,000
Construction Engineering/Supervision	\$142,000
TOTAL:	\$1,570,000

and that based upon the current ratio of Federal to Non-Federal(State) funds for Interstate Road Substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (FAU) (IX) (85% of \$1,570,000)	\$1,334,500
Non-Federal Share (State) (15% of \$1,570,000)	\$235,500
TOTAL:	\$1,570,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$259,000, with any Non-Federal Share required in excess of that amount to be provided by the City.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.

16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by December 1, 1988.

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

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays -- None

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT FOR IMPROVEMENT OF ATCHISON, TOPEKA
AND SANTA FE RAILWAY COMPANY GRADE
CROSSINGS AT VARIOUS LOCATIONS.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Atchison, Topeka and Santa Fe Railway Company grade crossings at various locations described therein, said agreement to be substantially in the following form:

City-State Project Agreement.

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve various Atchison, Topeka and Santa Fe Railway Company grade crossings, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

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

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

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

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

Whereas, the City shall enter into a separate Agreement with the Atchison, Topeka and Santa Fe Railway Company for improvements to the Company's property.

Now Be It Therefore Resolved, That State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the roadway contract construction, force account construction and construction engineering/supervision and the railroad force account construction and railroad construction supervision of the Project, as

hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

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

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

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the improvement of three railroad grade crossings of the Atchison, Topeka and Santa Fe Railway Company. These crossings are located on California Boulevard at 26th Street, on 31st Street at 3350 West, and on Kedzie Avenue at 2900 South.

The project will include reconstruction of the crossings through the roadways with improved subgrade drainage, new ties, crushed rock ballast and welded rails. Prefabricated rubber crossing material will be installed. Devil strips between the tracks will be replaced. Unused tracks will be removed. Roadway approaches will be constructed and resurfaced, and required track grade improvements will be made. Curb, gutters and sidewalks will be reconstructed as necessary. Railroad grade crossing protective devices will be relocated, replaced or installed, as appropriate. Utilities will be adjusted and all other appurtenances necessary to complete the project will be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

(1) Roadway Contract Construction	\$120,000
(1) Roadway Force Account Construction	\$5,000
(1) Roadway Construction Engineering/Supervision	\$12,000
(2) Railroad Force Account Construction	\$245,000
(2) Railroad Construction Supervision	\$25,000
TOTAL:	\$407,000

(1) M-5000(564)

(2) M-5000(536)

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

Federal-Aid Share (FAU) (75.18% of \$407,000)	\$305,983
Non-Federal Share (State) (24.82% of \$407,000)	\$101,017
TOTAL:	\$407,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$111,000 with any Non-Federal Share required in excess of that amount to be provided by the City or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.

15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by December 1, 1988.

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

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

[Signature forms omitted for printing purposes.]

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

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

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

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

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass seven (7) proposed orders transmitted therewith, authorizing the installation of water mains at specified locations.

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

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

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 118th Street between South Michigan Avenue and South Indiana Avenue; 686 feet of 8-inch ductile iron water main, at the total estimated cost of \$85,905.88 chargeable to the 1985 Appropriation Account Number 200-(7930)- Construction. The above work is to be done under Order No. 1-00167.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 19th Street between South Rockwell Street and South Washtenaw Avenue; 688 feet of 8-inch ductile iron water main, at the total estimated cost of \$82,374.88 chargeable to the 1985 Appropriation Account Number 200-(7930)- Construction. The above work is to be done under Order No. 1-00171.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Winona Street between North Albany Avenue and North Troy Street; 385 feet of 8-inch ductile iron water main, at the total estimated cost of \$40,700.65 chargeable to the 1985 Appropriation Account Number 200-(7930)- Construction. The above work is to be done under Order No. 1-00176.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 64th Street between South Ashland Avenue and South Damen Avenue; 2,615 feet of 8-inch ductile iron water main, at the total estimated cost of \$263,790.84 chargeable to the 1985 Appropriation Account Number 200- (7930).557 - Betterment. The above work is to be done under Order No. 1-00137.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Lafayette Avenue between West Garfield Boulevard and first alley south of West Garfield Boulevard; 193 feet of 8-inch ductile iron water main, at the total estimated cost of

\$31,202.10 chargeable to the 1985 Appropriation Account Number 200-(7930) - Construction. The above work is to be done under Order No. 1-00112.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South University Avenue between East 93rd Street and East 94th Street; 627 feet of 8-inch ductile iron water main, at the total estimated cost of \$83,669.63 chargeable to the 1985 Appropriation Account Number 200-(7930) - Construction. The above work is to be done under Order No. 1-00168.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Irving Park Road from North Ottawa Avenue to 256 feet of W.W.L. of North Ottawa Avenue; 627 feet of 12-inch ductile iron water main, at the total estimated cost of \$36,350.00 chargeable to the Capital Improvement Account Number 200-(7930) - Construction. The above work is to be done under Order No. 1-00183.

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

The Committee on Finance to which has been referred (November 6, 1985) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permit, license fee exemptions and refund of 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 was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

FREE PERMITS.

Catholic Archdiocese of Chicago/Saint Gertrude 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 Catholic Archdiocese of Chicago/Saint Gertrude Church for renovation of existing structure on the premises known as

1420 West Granville Avenue,

1401 West Granville Avenue,

6200 North Glenwood Avenue, and

6214 North Glenwood Avenue.

Said building shall be used exclusively for religious and relate 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.

Catholic Archdiocese of Chicago/Saint Hilary 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 the Catholic Archdiocese of Chicago/Saint Hilary Church for constructing an addition and remodeling existing structure on the premises known as 5600-5614 North Fairfield Avenue.

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

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

DePaul University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to DePaul University for renovations on the premises known as

1011 West Belden Avenue	2323 North Kenmore Avenue
1036 West Belden Avenue	2322 North Kenmore Avenue
910 West Belden Avenue	2315 North Kenmore Avenue
900 West Belden Avenue	2219 North Kenmore Avenue
940 West Belden Avenue	2135 North Kenmore Avenue
804 West Belden Avenue	2235 North Kenmore Avenue
802 West Belden Avenue	935 West Fullerton Avenue
800 West Belden Avenue	2323 North Seminary Avenue
2324 North Fremont Street	2324 North Seminary Avenue.
2312 North Clifton Avenue	

Said building shall be used exclusively for _____ 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.

Ronald McDonald House.

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 Ronald McDonald House, 5736 South Drexel Avenue for construction on the premises known as 5736 South Drexel 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.

Northeastern University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern University for repair and maintenance of existing lighting on the premises known as 5500 North St. Louis Avenue.

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

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

Resurrection 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 Resurrection Hospital for converting existing structure to a medical center on the premises known as 6344-6346 North Milwaukee Avenue.

Said buildings 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.

Saint Anne's Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of

charge, notwithstanding other ordinances of the City to the contrary, to St. Anne's Hospital for renovation of existing patient wing to intensive care unit on the premises known as 4950 West Thomas Street.

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

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

LICENSE FEE EXEMPTION.

Dispensary.

The Ark.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Health, The Ark, 2341 West Devon Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 118-5, for the year 1985.

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

REFUND OF FEES.

Catholic Archdiocese of Chicago/Saint Hilary Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the following permit fees to the Catholic Archdiocese of Chicago/Saint Hilary Church, 5600-5614 North Fairfield Avenue, for construction work done by the Polonia Construction Company, 7017 West Higgins Avenue:

Permit No.	Amount
B-629166	\$459.80
146299	60.00
146300	55.00

Resurrection Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$929.00 to Resurrection Hospital, 7345 West Talcott Avenue/H. W. Todd Construction Company, 248 Madison Street, Oak Park, Illinois, representing payment of Building Permit No. B-660739 for conversion of existing building located at 6344-6346 North Milwaukee Avenue to a medical center.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred on November 6 and 13, 1985, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name and Address	Warrant Number and Type of Inspection	Amount
Archdiocese of Chicago 155 East Superior Street	A1-504951 (Elev.)	\$90.00
Augustana Hospital various locations	B4-500580 B4-500581 B4-500584 B4-500588 (Instit.) No.2 B&W Water tube blr.	34.50 34.50 46.00 46.00 30.00
Catholic Charities 126 North Desplaines Street	B1-505227 (Bldg.)	23.00
Danube Swabians, Inc. 4217-4219 North Lincoln Avenue	B1-512857 (Bldg.)	34.50
Edgewater Hospital various locations	B1-517349 (Bldg.) B4-500640 B4-500645	57.50 69.00 34.50

Name and Address	Warrant Number and Type of Inspection	Amount
	B4-500649	34.50
	B4-500650	46.00
	B4-500651	23.00
	B4-500652	46.00
	(Instit.)	
Grant Hospital 551 West Grant Place	No. 1 Bros. Water tube blr.	30.00
Illinois Institute of Technology various locations	A1-504703 (Elev.)	120.00
	B4-400420	46.00
	B4-400242	34.50
	B4-400243	34.50
	B4-400244	57.50
	(Instit.)	
	R1-516221	100.00
	(Drwy.)	
LaRabida Children's Hospital and Research Center 6500 South Shore Drive	A1-505738 (Elev.)	60.00
Lutheran School of Theology 1100 East 55th Street	B1-517036	34.50
	B1-517002	57.50
	B1-517037	46.00
	(Bldg.)	
Misericordia Heart of Mercy 2916 West 47th Street	B4-500571 (Instit.)	46.00
Moody Church 1609 North LaSalle Street	D3-587126 (Sign)	40.00
Northwestern University various locations	A1-504401	159.00
	A1-504623	240.00
	A1-504738	132.00
	A1-504756	120.00
	A1-504776	165.00
	(Elev.)	
	B1-505812	80.50
	B1-511258	46.00
	(Bldg.)	
	B4-500577	126.50
	(Instit.)	

Name and Address	Warrant Number and Type of Inspection	Amount
	F4-513449 (Mech. Vent.)	960.00
	P1-502482	244.00
	P1-502735 (Fuel Burn. Equip.)	323.00
	R1-513885 (Drwy.)	50.00
Norwood Park Home 6016 North Nina Avenue	A1-505926 (Elev.)	180.00
Resurrection Convent 7432 West Talcott Avenue	A1-505884 (Elev.)	180.00
Resurrection Hospital various locations	A1-505867	180.00
	A1-505883	30.00
	A1-505885	390.00
	A1-505886 (Elev.)	60.00
	B1-517514	57.50
	B1-517515	69.00
	B1-517516 (Bldg.)	69.00
	B4-500557	69.00
	B4-500597 (Instit.)	80.50
Scholl College of Podiatric Medicine 1001 North Dearborn Street	B4-500574 (Bldg.)	138.00
Schwab Rehabilitation Center 1401 South California Avenue	B4-500572 (Instit.)	57.50
Washington and Jane Smith Home 2340 West 113th Place	B4-500554 (Fire Prev.)	69.00

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

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

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY
LIGHTS AT SPECIFIED LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an "Alley Light" at the rear of 12433 S. LaSalle Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an "Alley Light" at the rear of 12425 S. LaSalle Street.

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

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

Nays -- None.

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 eleven proposed ordinances transmitted therewith, authorizing the issuance of reduction in the annual license fee for special policemen employed by not-for-profit institutions.

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

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

Nays -- None.

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

Hyde Park Community Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs twenty-five (25) Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Hyde Park Community Hospital
5800 S. Stony Island Avenue.

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

Illinois Institute Of Technology.

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 40 Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Illinois Institute of Technology
10 W. 33rd Street.

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

Illinois Masonic Medical 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 institution employs 43 Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Illinois Masonic Medical Center
836 W. Wellington Avenue.

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

Mount Calvary Church of God in Christ.

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 church employs one Special Policeman and shall pay a fee of \$10.00 for license fee for the year 1986:

Mount Calvary Church of God in Christ
5500 W. Race Street.

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

Northwestern University.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 30 Special Police and shall pay an annual fee of \$10.00 per license for the year 1986:

Northwestern University
Abbott Hall
710 North Lake Shore Drive.

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

Providence Missionary Baptist 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 church employs three Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Providence Missionary Baptist Church
8401 S. Ashland Avenue.

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

Roseland Community Hospital Association.

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 fifteen (15) Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Roseland Community Hospital Association
45 W. 111th Street.

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

Saint Mary 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 church employs one Special Policeman and shall pay a fee of \$10.00 for license for the year 1986:

Saint Mary Church
5303 W. Harrison Street.

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

Saint Mary of Nazareth Hospital 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 institution employs 25 Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Saint Mary of Nazareth Hospital Center
2233 West Division Street.

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

Saint Xavier College.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 18 Special Police and shall pay a fee of \$10.00 per license for the year 1986:

St. Xavier College
3700 West 103rd Street.

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

The University of Chicago.

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 one hundred (100) Special Police and shall pay an annual fee of \$10.00 per license for the year 1986:

The University of Chicago
5801 S. Ellis Avenue.

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

**AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular order printed on page 22804 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party order printed on page 22805 of this Journal.]

PAGE 2
TERMINAL W7
OPERATOR: EDE

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/20/85

REGULAR ORDERS

REPORT DATE 11/20/85
PROGRAM--FFR070

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALLANSON	POLICE OFFICER	EIGHTEENTH DISTRICT	7/23/85	1193.00
ALLEN	POLICE OFFICER	FIFTH DISTRICT	7/17/85	101.57
AMATORE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/12/85	2520.37
ANGELO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	4/10/85	240.00
CELOVSKY	POLICE OFFICER	SIXTH DISTRICT	7/14/85	417.40
CHONA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/06/85	293.99
DESJARDINS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/14/85	344.75
HUFFIN	POLICE OFFICER	SEVENTH DISTRICT	7/11/85	221.00
ELZY JR	POLICE OFFICER	SEVENTH DISTRICT	5/30/85	305.00
FREY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/25/85	721.00
FURIA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	4/11/85	46.00
GINANI	POLICE OFFICER	ELEVENTH DISTRICT	6/12/85	1562.28
GINNELL	POLICE OFFICER	EIGHTH DISTRICT	7/01/85	315.00
GLASS-NORMAN	POLICE OFFICER	NINETEENTH DISTRICT	7/18/85	127.00
HOLMACKI	POLICE OFFICER	THIRD DISTRICT	4/13/85	409.85
JERUZAL	POLICE OFFICER	FIRST DISTRICT	7/29/85	161.00
KARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	7/28/85	306.70
KINRSLEY	POLICE OFFICER	FOURTH DISTRICT	7/26/85	222.00
LENA	POLICE OFFICER	NINTH DISTRICT	5/24/85	13.00
LEONARD	POLICE OFFICER	FIFTEENTH DISTRICT	7/14/85	246.05
LONASZEWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	7/08/85	227.25
MALLOTTE	SERGEANT	THIRTEENTH DISTRICT	11/22/84	180.00
HITSURUCHI	POLICE OFFICER	FOURTEENTH DISTRICT	7/10/83	1509.88
NAITU	POLICE OFFICER	TWENTYTH DISTRICT	6/08/85	517.00
SAMUEL	POLICE OFFICER	RECRUIT TRAINING	3/13/85	1069.00
SWEENEY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	1/03/85	871.25
WARSHAWER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/03/85	3556.85
ZIDONSKI	POLICE OFFICER	PUBLIC WORKING DIVISION NORTH	6/04/85	252.25
ELLIAT	ENGINE COMPANY 47	ENGINE COMPANY 47	2/08/85	614.00
CALES	CAPTAIN	ENGINE COMPANY 61	4/09/83	157.00
FRATN	FIREFIGHTER	ENGINE COMPANY 95	8/13/84	110.00
HIGH	PARAMEDIC	DISTRICT BUILT 3	9/28/84	350.85
MCHAMON	FIREFIGHTER	TRUCK 34	7/22/85	15.00
MISCURA	FIREFIGHTER	TRUCK 7	1/02/82	140.00
MUELLER	FIREFIGHTER	ENGINE COMPANY 124	6/16/85	194.00

11/20/85

REPORTS OF COMMITTEES

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CITY OF CHICAGO

PROGRAM--FFR070

CITY COUNCIL ORDERS.

COUNCIL MEETING OF 11/20/85

THIRD PARTY ORDERS

EMPLOYEE NAME	RAIR	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALDERSON	STEWART B	POLICE OFFICER	7/05/85	185.00
ATKINS	BETH	POLICE OFFICER	6/17/85	659.75
BARTAL	KURT	POLICE OFFICER	9/16/84	53.00
BRADY	BRUCE E	POLICE OFFICER	7/02/85	198.00
BURKE	DANIEL E.	POLICE OFFICER	5/04/85	821.25
CHRISTOPHER	MARSHALL V	POLICE OFFICER	7/04/85	375.40
COLLINS	JAMES W	POLICE OFFICER	2/05/85	40.00
CWYNAR	KATHLEEN A	POLICE OFFICER	5/16/85	469.50
EAGLIN	JANIS H	POLICE OFFICER	11/12/83	675.00
GOLIGH	SANDRA L	POLICE OFFICER	7/13/85	1725.02
HENEHAN	KONALD	POLICE OFFICER	7/02/85	230.00
KEIRSE	JAMES H	POLICE OFFICER	7/04/85	368.00
KENDZIOR	EDWARD S	POLICE OFFICER	6/13/85	403.00
KEVIN	EDWARD J	POLICE OFFICER	7/04/85	330.00
KRIPNER	THOMAS C	POLICE OFFICER	6/26/84	115.00
LEIFERT	DAVID C	POLICE OFFICER	7/14/85	1178.20
MILLER	STEVEN W	POLICE OFFICER	9/23/83	190.00
ROBERTSON	FREDRIC L	POLICE OFFICER	7/07/85	149.00
SASSO	JOHN J	POLICE OFFICER	12/29/82	1027.00
SCHULTZ	HOWARD	POLICE OFFICER	7/31/82	265.75
SIWEK	EDWARD	POLICE OFFICER	6/07/85	380.00
SOLITA	RICHARD	POLICE OFFICER	11/19/83	110.00
STEWART	BERYL S	POLICE OFFICER	5/23/84	766.00
ULDRYCH	RUDY	POLICE OFFICER	3/24/85	4398.00
BINGHAM	GERALD	ENGINEER	3/30/84	223.80

Placed on File -- REPORTS OF SETTLEMENTS OF SUITS
AGAINST THE CITY DURING MONTH OF
SEPTEMBER, 1985.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of September, 1985.

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

Action Deferred -- EXEMPTION OF ILLINOIS INSTITUTE OF
TECHNOLOGY FROM PAYMENT OF CURRENT AND
FUTURE WATER BILLS AND ALSO REFUND
TO DE LA SALLE HIGH SCHOOL OF
CERTAIN WATER CHARGES.

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

CHICAGO, November 20, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the exemption of Illinois Institute of Technology Research Institute from the payment of currently owed or future water rate bills, pursuant to Chapter 185, Section 185-47(c) and further refunding water related charges paid by DeLaSalle High School, 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 proposed ordinance transmitted with the foregoing committee report:

WHEREAS, Chapter 185, Section 185-47(c) of the Municipal Code of the City of Chicago confers on the City Council of Chicago the power to designate such properties which shall be exempt from the payment of water rates; and

WHEREAS, The I.I.T. Research Institute (I.I.T.R.I.) has been operated as an Illinois not-for-profit research center since 1936 and has been recognized as a scientific organization

exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code: and

WHEREAS, I.I.T.R.I. has been charged for water consumed I.I.T.R.I. premises under five accounts, 0043-02-0305, 0043-02-0306, 0043-02-0428, 0043-02-0430, and 0043-02-0600, because of an erroneous conclusion by the Department of Water that I.I.T.R.I. is not exempt from the payment of water bills, and therefore, has accumulated a bill in the approximate amount of \$219,391, which I.I.T.R.I. disputes; now, therefore,

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

SECTION 1. The I.I.T. Research Institute is hereby relieved of paying any bill or payment currently owed by I.I.T.R.I. to the City of Chicago's Department of Water.

SECTION 2. Pursuant to Chapter 185, Section 185-47(c) of the Municipal Code of the City of Chicago, The I.I.T. Research Institute is hereby exempt from paying any future bill or payment to the Department of Water for water services.

SECTION 3. That the City Comptroller is hereby authorized and directed to refund the monies, in the amount of \$4,195, paid by De LaSalle High School to the City of Chicago for water related services. In addition, all bills due and owing by De LaSalle High School for said water related work are hereby waived.

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

COMMITTEE ON NEIGHBORHOOD AND COMMUNITY AFFAIRS.

Action Deferred -- DENOUNCEMENT OF REVEREND LOUIS FARRAKHAN FOR ESPOUSAL OF CERTAIN PHILOSOPHIES.

The Committee on Neighborhood and Community Affairs submitted the following report, which was, on motion of Alderman Humes and Alderman Hutchinson, *Deferred* and ordered published:

CHICAGO, November 20, 1985.

To the President and Members of the City Council:

Your Committee on Neighborhood and Community Affairs, to which was referred on 6 November 1985, a proposed resolution denouncing and rejecting Louis Farrakhan by name for his anti-semitic and racist philosophy and for his business relationship with the anti-American, reputed terrorist Moammar Khadafy; and further, urging the Congress of the United States to initiate an investigation into the business relationship between

Farrakhan and Khadafy; begs leave to recommend that Your Honorable Body do pass said proposed resolution (which is transmitted herewith.)

This recommendation was concurred in by all members of the committee present (seven), with no dissenting votes.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

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

WHEREAS, Louis Farrakhan's business relationship with the reputed terrorist Moammar Kadafy, who has repeatedly threatened America and its interests, serves to foster great suspicion about Farrakhan's motives; and

WHEREAS, Farrakhan's constant attack upon Jews, not only in the United States, but world-wide, serves to fuel racism in our nation and poisons the fundamental harmony in American life; and

WHEREAS, Many members of this City Council have refused to allow for the censure and denunciation of Louis Farrakhan by name; and

WHEREAS, The Mayors of New York City and the City of Los Angeles both have denounced Farrakhan by name for his anti-semitic attacks on Americans; and

WHEREAS, General statements by our elected public officials denouncing anti-semitism and racism are not sufficient because they are only reminiscent of the general denunciations of anti-semitism and racism made by World leaders during the Pre-Holocaust years of the late 1930's; and

WHEREAS, These world leaders of the time failed to denounce and repudiate the author of these anti-semitic and racist statements, Adolph Hitler, thereby allowing the impression that Hitler could then proceed with his final solution; and

WHEREAS, This silence on the part of these World leaders was in effect directly responsible for the deaths of six million Jews and millions of Poles, Ukrainians, Slavs, and other people then being slandered by Adolph Hitler; and

WHEREAS, Silence on the part of our current political leaders cannot be tolerated or excused in the light of history, for those who forget history are bound to repeat it; and

WHEREAS, Louis Farrakhan has his residence, corporate headquarters and religious facilities located in the City of Chicago; now, therefore,

Be It Resolved, By the City Council of the City of Chicago that this City Council of the City of Chicago, both for itself and on behalf of the citizens of this City, does hereby denounce Louis Farrakhan by name for his anti-semitic and racist philosophy and for his business relationship with the Libyan leader, Moammar Kadafy, who has on more than

one occasion proved to be a threat to the United States of America and its interests abroad; and

Be It Further Resolved, That this City Council both for itself and on behalf of the citizens of this City, does hereby call upon Mayor Washington to denounce and reject Louis Farrakhan by name for his anti-semitic and racist philosophy and for his business relationship with the Libyan leader, Moammar Kadafy, who has on more than one occasion proved to be a threat to the United States of America and its interest abroad; and

Be It Further Resolved, That this City Council hereby memorializes and strongly urges the Congress of the United States to initiate an investigation into the business relationship between Louis Farrakhan and the anti-American and reputed terrorist Moammar Kadafy.

COMMITTEE ON POLICE AND FIRE.

Action Deferred -- CITY COUNCIL PETITIONED TO EMPLOY ONE THOUSAND ADDITIONAL POLICE OFFICERS.

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

CHICAGO, November 20, 1985.

To the President and Members of the City Council:

Your Committee on Police and Fire, having under consideration a resolution (which was referred on October 9, 1985) from myself and others calling for the employment of 1,000 additional Police Officers begs leave to recommend that Your Honorable Body Adopt the said resolution, transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) MICHAEL F. SHEAHAN,
Chairman.

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

WHEREAS, The Chicago Police Department is one of the most outstanding Law Enforcement Agencies in the United States; and

WHEREAS, The Chicago Police Department Personnel have always given the citizens of the City outstanding service; and

WHEREAS, There are approximately 11,600 sworn police personnel in 1985; and

WHEREAS, There has been a decline in police officers and an increase in crimes; and

WHEREAS, The Chicago Police Department's Motto is "We Serve and Protect"; now, therefore,

Be It Resolved, By the Mayor and the City Council that an additional 1,000 sworn officers be proposed in the 1986 Budget; and

Be It Further Resolved, That the Finance Committee present its recommendations to the Mayor and the City Council for the hiring of 1,000 additional police officers.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
ROTI (1st Ward)	East Madison Street (south side) from a point 130 feet west of North Michigan Avenue to a point 34 feet west thereof;
NARDULLI (26th Ward)	West Division Street at 2618 (at all times);

Alderman	Location
NATARUS (42nd Ward)	East Grand Avenue and North St. Clair Street approximately 520 North St. Clair Street (southwest corner); West Ohio Street at 215 approximately 40 feet (at all times); North Dearborn Street at 540 approximately 40 feet (at all times);
HANSEN (44th Ward)	West Stratford Place (north side) at 554;
MC LAUGHLIN (45th Ward)	West Montrose Avenue (north side) at 5408 to 5410;
VOLINI (48th Ward)	North Broadway (east side) at 5921 -- 7:00 A.M. to 4:00 P.M. -- 5 Days -- Mondays through Fridays;
STONE (50th Ward)	6610 North Clark Street (west side) from a point 113 feet north of West Albion Avenue to a point 70 feet north thereof -- 7:00 A.M. to 6:00 P.M. -- 6 Days -- Mondays through Saturdays.

Referred -- REMOVAL OF PARKING METERS ON
PORTION OF NORTH DEARBORN STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of parking meters 2381108, 2381109, 2381110 and 2381111, located alongside the U.S. Post Office at 540 North Dearborn Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING ON PORTION
OF WEST HARRISON STREET.

Alderman W. Davis (27th Ward) presented a proposed order to limit the parking of vehicles to two-hour periods on West Harrison Street (south side) at 3049 from 7:00 A.M. to 4:00 P.M. on Mondays through Fridays, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING 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
<i>ROTI</i> (1st Ward)	South Calumet Avenue (east side) from a point 20 feet north of East Cermak Road to a point 165 feet north thereof;
<i>HUMES</i> (8th Ward)	South Euclid Avenue (west side) at 7728 (except for handicapped); South Ridgeland Avenue (east side) at 7823 (except for handicapped);
<i>HUTCHINSON</i> (9th Ward)	South Vernon Avenue (east side) at 10327 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Artesian Avenue (east side) at 5339 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Hermitage Avenue (west side) at 7744 (except for handicapped); South Perry Avenue (west side) at 7048 (except for handicapped);
<i>SMITH</i> (28th Ward)	West Madison Street at 3409;
<i>GABINSKI</i> (32nd Ward)	North Ashland Avenue (west side) between West North Avenue and North Milwaukee Avenue; West Moffat Street alongside of 1860-1862 North Milwaukee Avenue;
<i>BANKS</i> (36th Ward)	North Ottawa Avenue (west side) at 3314 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West School Street (south side) at 5125 (except for handicapped);

Alderman	Location and Distance
HANSEN (44th Ward)	West Cornelia Avenue (south side) at 555;
MC LAUGHLIN (45th Ward)	North Lynch Avenue (west side) at 5514 to 5520;
VOLINI (48th Ward)	North Glenwood Avenue (west side) at 5350 (except for handicapped);
STONE (50th Ward)	North Western Avenue (east side) at 7011 from a point 102 feet south of South Greenleaf Avenue to a point 54 feet south thereof; North Whipple Street (east side) at 6641 (except for handicapped).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The alderman named below presented proposed ordinances to prohibit during specified hours 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
PUCINSKI (41st Ward)	West Bryn Mawr Avenue (south side) North Oketo Avenue to North Osceola Avenue -- 7:00 A.M. to 4:00 P.M.; North Harlem Avenue (both sides) between West Olive Avenue and West Talcott Avenue -- 8:00 A.M. to 6:00 P.M. - - 5 days -- Mondays through Fridays.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles at all times at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
HANSEN (44th Ward)	West Diversey Avenue at 330, No Parking at Any Time; North Sheffield Avenue at 3208;
STONE (50th Ward)	North Clark Street (west side) at 6610 from a point 113 feet north of West Albion Avenue to a point 70 feet north thereof -- 7:00 A.M. to 6:00 P.M. -- Mondays through Saturdays.

Referred -- AMENDMENT OF "RESIDENTIAL PERMIT" PARKING
ON PORTION OF SOUTH WENTWORTH AVENUE.

Alderman Streeter (17th Ward) presented a proposed ordinance to amend an ordinance passed on August 7, 1985 on pages 19107 and 19108 of the Journal of the Proceedings establishing "Residential Permit" parking on east side of South Wentworth Avenue, be amended, to read from West 81st Street to West 82nd Street, at all times (instead of from West 81st Street to West 83rd Street, at all times), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXPANSION OF RESIDENTIAL PERMIT PARKING
AREA 1.

Alderman Laurino (39th Ward) presented a proposed order for the expansion of Residential Permit Parking Area 1 to include West Balmoral Avenue, from North Kimball Avenue to North Bernard Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF DIAGONAL PARKING ON
PORTION OF NORTH MONT CLARE AVENUE.

Alderman Pucinski (41st Ward) presented a proposed order to establish diagonal parking on the east side of North Mont Clare Avenue from West Higgins Avenue to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW AWAY ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
NATARUS (42nd Ward)	North Michigan Avenue (both sides) from East Ohio Street to East Oak Street (at all times);
HANSEN (44th Ward)	West Oakdale Avenue (south side) at 525; West Cornelia Avenue (south side) at 555; West Diversey Avenue (north side) at 330.

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC
CONTROL SIGNALS.

The aldermen named below presented proposed orders for the installation of automatic traffic-control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Signal
EVANS (4th Ward)	East 53rd Street and South Blackstone Avenue, stopping traffic going east and west on East 53rd Street -- "traffic light";
HANSEN (44th Ward)	North Clark Street and West Wellington Avenue.

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The aldermen named below presented proposed orders for the installation of traffic warning 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
RUSH (2nd Ward)	West 40th Street and South Dearborn Street (stopping east and west traffic on West 40th Street) -- "2-Way Stop";

Alderman

Location and Type of Sign

EVANS (4th Ward)

East 50th Street and South Cornell Avenue (southeast corner) -- "Stop";

SAWYER (6th Ward)

East and westbound traffic on East 83rd Street at the intersection of South Langley Avenue -- "Stop";

Intersection of East 89th Street and South Calumet Avenue -- "Stop";

Intersection of East 90th Street and South Calumet Avenue -- "Stop";

East and westbound traffic on East 81st Street at the intersection of South St. Lawrence Avenue -- "Stop";

South Calumet Avenue (one-way street-southerly) at the intersection of East 77th Street -- "Stop";

Intersection of East 88th Street and South Calumet Avenue -- "Stop";

HUTCHINSON (9th Ward)

Intersection of East 105th Street and South Eberhart Avenue -- "3-Way Stop";

VRDOLYAK (10th Ward)

Intersection of East 96th Street and South Avenue M -- "4-Way Stop";

MADRZYK (13th Ward)

North and southbound traffic on South Keeler Avenue at the intersection of West 56th Street -- "Stop";

SHEAHAN (19th Ward)

West 103rd Street and South Kedzie Avenue (southwest corner);

West 111th Street and South Sacramento Avenue (northeast corner);

West 115th Street and South Kedzie Avenue (northwest corner); and West 111th Street and South Pulaski Rd. (southeast corner) -- "Cornerstone";

Alderman	Location and Type of Sign
KRYSTYNIAK (23rd Ward)	Intersection of West 60th Street and South Normandy Avenue -- "4-Way Stop";
HAGOPIAN (30th Ward)	Intersection of West Montana Street and North Kilpatrick Avenue -- "3-Way Stop";
PUCINSKI (41st Ward)	North side of West Bryn Mawr Avenue from North Oketo Avenue to North Osceola Avenue -- "Residential Permit Parking"; Both sides of the 5600 block of North Osceola Avenue -- "Residential Permit Parking";
OBERMAN (43rd Ward)	Intersection of West Wisconsin Avenue and North Kingsbury Street -- "All-Way Stop";
MC LAUGHLIN (45th Ward)	North Miami Avenue from North Elston Avenue to the first alley west thereof -- "Bus Stop" and "Tow-Away";
STONE (50th Ward)	Intersection of West Coyle Avenue and North Francisco Avenue (stopping West Coyle Avenue traffic) -- "Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION IN PARTICULAR AREAS.

The aldermen 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 BEAVERS (7th Ward):

To classify as an R7 General Residence District instead of an R5 General Residence District the area shown on Map No. 18-B bounded by

a line 137 feet northwesterly of and parallel to East 78th Street; a line 200 feet northeasterly of and parallel to South South Shore Drive; East 78th Street; and South South Shore Drive.

BY ALDERMAN NARDULLI (26th Ward):

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area shown on Map No. 1-H bounded by

West Race Avenue; North Damen Avenue; the alley next south of West Race Avenue; and a line 48 feet West of North Damen Avenue.

BY ALDERMAN MELL (33rd Ward):

To classify as an R3 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 5-I bounded by

West Belden Avenue; the southwest line of the right of way of the C.T.A.; the alley next south of West Belden Avenue; and a line 789.21 feet east of North Sacramento Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented seventeen 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>EVANS (4th Ward)</i>	Four Corner III Condominium Association;
<i>BRADY (15th Ward)</i>	Diane S. Hill;
<i>KRYSTYNIAK (23rd Ward)</i>	Mr. Sutherland; Paul P. Gudewicz;
<i>W. DAVIS (27th Ward)</i>	Fulton House Condominium Association; Hermitage Manor Cooperative;

Alderman	Claimant
MELL (33rd Ward)	Mr. and Mrs. Richard J. Neuendorff; Itisa N. Farell;
FROST (34th Ward)	Shawntae Randle by Eraina Armstrong;
CULLERTON (38th Ward)	Marion J. Kaminski;
O'CONNOR (40th Ward)	Park Manor Condominium;
NATARUS (42nd Ward)	John Wright; 1235-1245 Astor Street Building Corporation;
MC LAUGHLIN (45th Ward)	Leo Stratland;
VOLINI (48th Ward)	4826 North Kenmore Condominium Association;
STONE (50th Ward)	Ridge Park Condominium Association; 7522 Ridge Building Corporation.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Exchange National Bank of Chicago, U/T 4368 -- to maintain and use as now constructed a railroad switch track over and across South Wood Street; and

216-218 North Jefferson Partners -- to construct, maintain and use a vaulted sidewalk space adjacent to its property at 216-218 North Jefferson Street.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to Outdoor Media, Incorporated to erect a sign/signboard at 1132 South Jefferson Street for general advertisers -- various copy, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN RUSH (2nd Ward):

Referred -- ILLINOIS INSTITUTE OF TECHNOLOGY
RESEARCH INSTITUTE EXEMPTED FROM
DEPARTMENT OF WATER BILLING
PAYMENT.

A proposed order to exempt the Illinois Institute of Technology Research Institute from payment of current water fees to the Department of Water pursuant to Chapter 185, Section 185-47(c) of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to the Illinois Institute of Technology for the maintenance and use of an eight-inch concrete duct running under and across East 31st Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- CITY COUNCIL PETITIONED TO CONDUCT HEARINGS
CONCERNING DELAY IN IMPLEMENTING EFFECTIVE SECURITY
PLAN FOR CHICAGO HOUSING AUTHORITY
SENIOR CITIZENS.

Also, a proposed resolution to petition the Chicago City Council to conduct hearings into the delay in implementing an effective security plan for senior citizens by the Chicago Housing Authority, which was *Referred to the Committee on Aging and Disabled*.

Presented by

ALDERMAN TILLMAN (3rd Ward):

Referred-- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to issue the necessary permits to Interstate Brands Corporation to maintain and use as now constructed a reinforced concrete vault under the parkway in front of and connected with the basement of 5450 South Wabash Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN EVANS (4th Ward):

Referred-- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to Chicago Title and Trust Company, U/T 1082784 for the construction, maintenance and use of canopies attached to the building or structure at 1600-1610 East 53rd Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SAWYER (6th Ward):

Referred-- REQUEST THAT PORTION OF DR. MARTIN
LUTHER KING JR. DRIVE BE DESIGNATED
AS BOULEVARD.

A proposed order requesting the Committee on Streets and Alleys to designate Dr. Martin Luther King Jr. Drive between East 95th Street and East 99th Street as a boulevard, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred-- PAVING OF CERTAIN PUBLIC WAY BY
SPECIAL ASSESSMENT.

A proposed order authorizing and directing the Commissioner of Public Works to institute the necessary proceedings for the paving with concrete, by special assessment, the alley bounded by East 115th Street, South Michigan Avenue, South Indiana Avenue and East Kensington Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- RENAMING OF PORTION OF SOUTH INDIANA
AVENUE TO BE KNOWN AS "SAINT JOHN'S DRIVE"

Also, a proposed order to rename South Indiana Avenue between East 115th Street and East Kensington Avenue to be known hereafter as "St. John's Drive", which was *Referred to the Committee on Streets and Alleys*.

Referred -- DEPARTMENT OF PUBLIC WORKS PETITIONED TO
STUDY CERTAIN AREAS FOR PURPOSE OF APPLYING
MODEL BLOCKS PROGRAM FUNDING TOWARD
STREET IMPROVEMENTS.

Also, a proposed resolution petitioning the Department of Public Works to undertake a study of various streets, adjacent blocks and public ways for the purpose of applying C.D.B.G. Year XII funds under the Model Blocks Program, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

**HONOR EXTENDED TO "FIVE HOSPITAL HOMEBOUND
ELDERLY PROGRAM" FOR CONTRIBUTIONS TO
COMMUNITY HEALTH CARE**

A proposed resolution reading as follows:

WHEREAS, The Five Hospital Homebound Elderly Program, a pioneer in the provision of long-term home health care since 1978, has helped thousands of frail elderly Chicago residents remain at home while receiving coordinated and comprehensive medical and social care; and

WHEREAS, The Five Hospital Homebound Elderly Program is recognized nationally as a Model Program for its impact on the quality of life for homebound older adults, preventing premature or unnecessary institutionalization; and

WHEREAS, The Five Hospital Homebound Elderly Program is at the forefront of research in the field of long-term home health care, having published numerous studies in professional and national health care journals; and

WHEREAS, The Five Hospital Homebound Elderly Program is viewed throughout the U.S. as a long-term home health care program for replication; and

WHEREAS, The Five Hospital Homebound Elderly Program is noted as a learning center for undergraduate, graduate and doctoral students specializing in clinical care, social service, marketing and business; and

WHEREAS, The Five Hospital Homebound Elderly Program is respected by and works closely and cooperatively with other Chicago providers to assure coordinated services to homebound older adults; now, therefore,

Be It Resolved, By the City Council of the City of Chicago on this 20th day of November, 1985, A.D., that, on behalf of the people of the City of Chicago, we join hands in paying special tribute to the Board of Directors and staff of the Five Hospital Homebound Elderly Program who contribute so importantly to improving the quality of life for so many; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Five Hospital Homebound Elderly Program as part of a much deserved testimonial for its many valuable contributions to the advancement of community health care into the lives of thousands of homebound elderly; and

Be It Further Resolved, That this resolution be spread upon the permanent records of Proceedings of the City of Chicago as a lasting tribute and a suitable copy be presented to the Five Hospital Homebound Elderly Program.

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

On motion of Alderman Vrdolyak, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. MICHAEL KNABJIAN.

A proposed resolution reading as follows:

WHEREAS, Michael Knabjian had passed away at the age of 84 on Thursday, November 14, 1985; and

WHEREAS, Michael Knabjian had sold hot dogs and hot tamales on the streets of his Bridgeport community of the 11th Ward for 65 years; and

WHEREAS, Michael Knabjian was affectionately known as "Mike the Hot Dog Man" by all of his patrons, as he had sold hot dogs and tamales on the corner of 32nd Place and Aberdeen Street for the past 50 years; and

WHEREAS, Several years ago, a local radio station had conducted a poll to find the best hot dogs in Chicago, and Bridgeport residents helped to see that "Mike-the-Hot-Dog-Man" had won first place; and

WHEREAS, Michael Knabjian was an Armenian that was born in Constantinople, Turkey, and came to the United States as a teen, living in Racine, Wisconsin; and

WHEREAS, Michael came to Chicago in 1920, and began selling hot dogs from a box that he had carried around with him, and in 1935, he had gotten a cart and established himself on the corner of 32nd Place and Aberdeen Street; and

WHEREAS, His daughter, Sylvia Knabjian, will carry on her father's tradition; and

WHEREAS, Michael Knabjian is survived by his daughters Sylvia, Michelene Pognant, and Diana Campbell, his son, Michael, and 15 grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council, gathered on this 20th day of November in 1985, do hereby mourn the death of Michael Knabjian, and that we also extend out sincerest condolences to the family of Michael Knabjian; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Michael Knabjian.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution.

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

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Catholic Bishop of Chicago for the maintenance and use as now constructed a one story covered pedestrian bridge or passageway extending over and across the east-west public alley north of West Garfield Boulevard, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BRADY (15th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to The Sisters of Saint Casimir of Chicago for the maintenance and use of a tunnel under and across South Washtenaw Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

*Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT SPECIFIED
LOCATION.*

A proposed order for the issuance of a permit to Heritage County Bank and Trust, U/T 2641 for the construction, maintenance and use of a canopy attached to the building or structure at 11047 South Western Avenue which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SHERMAN (21st Ward):

*Referred -- AMENDMENT OF CHAPTER 104 OF CHICAGO
MUNICIPAL CODE CONCERNING BINGO GAMES
IN CITY OF CHICAGO.*

A proposed ordinance to amend Chapter 104, Sections 104-6 and 104-6.1 through 104-6.6 of the Chicago Municipal Code for the purpose of insuring proper control and supervision over bingo games in the City of Chicago, which was *Referred to the Committee on License*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

*Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT SPECIFIED LOCATION.*

A proposed order for the issuance of a permit to Charles W. Anderson Funeral Home for the maintenance and use of existing canopy attached to the building or structure at 4325 West Armitage Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Norwegian American Hospital for the installation, maintenance and use of a one inch conduit adjacent to its property at 1102 North Richmond Street, which was *Referred to the Committee on Streets and Alleys.*

*Referred -- CHAIRMAN OF CHICAGO HOUSING AUTHORITY
PETITIONED TO APPEAR BEFORE COMMITTEE ON
HOUSING AND NEIGHBORHOOD DEVELOPMENT
CONCERNING PROGRAMS FOR SCATTERED
SITE HOUSING.*

Also, a proposed resolution petitioning the Chairman of the Chicago Housing Authority to appear before the Committee on Housing and Neighborhood Development for the purpose of giving periodical updated progress reports on the Chicago Housing Authority's plans and programs for Scattered Site Housing, which was *Referred to the Committee on Housing and Neighborhood Development.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

**CONGRATULATIONS EXTENDED TO FAMED COMPOSER,
MR. JULE STYNE.**

A proposed resolution reading as follows:

WHEREAS, Jule Styne, one of the most famous and successful composers of popular American music, began the study of music in our great City of Chicago at the age of eight years; and

WHEREAS, Although born in London, England, Jule Styne received almost all of his musical training in Chicago, his family having migrated here when he was very young, before World War I; and

WHEREAS, Jule Styne matured in our proud City, and went on to become an international giant of music. He worked in motion pictures beginning in 1937, and received most of his fame on Broadway, beginning in 1944. Most of his shows have reached legendary status: *Gentlemen Prefer Blonds*, *Peter Pan*, *Gypsy* and *Bells Are Ringing* among them. He has written music for internationally famous films: *Three Coins in a Fountain*, *Sweater Girl*, *Tonight and Every Night* and many others. He is also a noted

music publisher and producer, and has made memorable contributions to television as well; he is the composer of TV's *The Night the Animals Talked* and *Mr. Magoo's Christmas Carol*; and

WHEREAS, Duly recognized by an adoring public and exacting critics alike, Jule Styne has received the most prestigious awards that can be presented to so accomplished a musician: a "Grammy" for *Funny Girl* and a "Grammy" for *Gypsy* (original cast albums); a "Tony" for *Hallelujah Baby!*, and an "Oscar" for the song, "Three Coins in a Fountain". He has been elected to the Songwriter's Hall of Fame as well as the Theatre Hall of Fame, and as a producer he holds the Donaldson Award and Drama Critics' Award for a hugely successful revival of *Pal Joey*; and

WHEREAS, All Chicago embraces Jule Styne with a great sense of pride in one of our nation's most accomplished musicians; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985 A.D., do hereby express our great sense of pride on having nurtured the genius of composer Jule Styne, and extend to Jule Styne our most sincere wishes for continued happiness, success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jule Styne.

Alderman Gabinski 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 Gabinski, the foregoing proposed resolution was *Adopted*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Ogden Building Corporation -- for premises at 1030 West Chicago Avenue; and

Math Igler's Casino, Incorporated -- for premises at 1627-1629 West Melrose Street.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Harold S. Zakroff, sole executor of the estate of Charles S. Handelman for the maintenance and use, as now constructed, of a three story covered pedestrian bridge over and across a north-south sixteen foot alley connecting the second, third and fourth floors of 1934 North Washtenaw Avenue with corresponding floors of 1937 North Fairfield Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN FROST (34th Ward):

DECEMBER 9, 1985 DECLARED "HOLY NAME OF MARY
CHURCH WEEK" IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Holy Name of Mary Church will celebrate the "Burning of Our Church Mortgage" beginning Monday, December 9, 1985 and culminating Saturday, December 14th, 1985; and

WHEREAS, Holy Name of Mary Church, located at 1401 W. 112th Street in Morgan Park is the only Black Catholic Church that was built by Blacks for Blacks with Black (green) money; and

WHEREAS, 45 years ago, four determined Black Catholic women of Morgan Park wanted the children of Morgan Park to receive a Catholic education. A Black Order of religious women, known as Oblate Sisters of Providence were assigned to Holy Name of Mary School and have been affiliated with our school ever since; now, therefore,

Be It Resolved, That the Mayor and the City Council declare and proclaim the week of December 9th, 1985 Holy Name of Mary Church Week and further that they continue their good work; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Holy Name of Mary Church.

Alderman Frost 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 Frost, the foregoing proposed resolution was *Adopted*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Ingersoll Products Corporation for the maintenance and use as now constructed of a railroad switch track at

street grade on and across West 120th Street adjacent to the property at 1000 West 120th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN DAMATO (37th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to Bread of Life Christain Bookstore for the construction, maintenance and use of existing canopy attached to the building or structure at 5106 West Chicago Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO ROBERT J. MONTALBANO
ON ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, Robert J. Montalbano has deservedly earned and is being elevated to the rank of Eagle Scout at the Eagle Court of Honor, January 5, 1986; and

WHEREAS, Robert J. Montalbano, a member of St. Pascal's Boy Scout Troop 815, Chicago Area Council, has proven himself a constructive and contributing citizen and is a source of pride to his family, his friends and to this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this November 20, 1985, A.D., do hereby offer our congratulations to Robert J. Montalbano on having been elevated to the rank of Eagle Scout, as well as our very best wishes to this fine citizen for a bright, happy prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert J. Montalbano;

Alderman Laurino 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 Laurino, the foregoing proposed resolution was *Adopted*.

CONGRATULATIONS EXTENDED TO KEVIN W. JAHNS
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Kevin W. Jahns has deservedly earned and is being elevated to the rank of Eagle Scout at the Eagle Court of Honor January 5, 1986; and

WHEREAS, Kevin W. Jahns, a member of St. Pascal's Boy Scout Troop No. 815, Chicago Area Council, has proven himself a constructive and contributing citizen and is a source of pride to his family, his friends and to this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this November 20, 1985, A.D., do hereby offer our congratulations to Kevin W. Jahns on having been elevated to the rank of Eagle Scout, as well as our very best wishes to this fine citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kevin W. Jahns.

Alderman Laurino 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 Laurino, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- INSTALLATION OF ALLEY LIGHT
AT 6769 NORTH OLMSTEAD AVENUE.

A proposed order for the installation of an alley light behind the premises at 6769 North Olmstead Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF
SPECIFIED PUBLIC WAY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16 foot public alley in the block bounded by West Hubbard Street, West Kinzie Street, North Orleans Street, and North Franklin Street for LaSalle National Bank, as Trustee, Trust No. 109891, (No. 9-42-85-1020); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

AUTHORITY GRANTED FOR ISSUANCE OF PERMIT TO
CONSTRUCT AND MAINTAIN CANOPY AT
50 EAST BELLEVUE PLACE.

Also, a proposed order reading as follows:

Ordered, That the City Comptroller is hereby authorized to issue a permit to 50 East Bellevue Condominium Association to construct, maintain and use a canopy over the public right-of-way in East Bellevue Place attached to the building or structure located at 50 East Bellevue Place for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed thirteen feet in length, nor one foot in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. JESSE WHITE FOR
HIS DEVOTION TO AND WORK WITH YOUTH OF
CABRINI-GREEN HOUSING PROJECTS.

Also, a proposed resolution reading as follows:

WHEREAS, Jesse C. White, Jr., has served as a Representative from his near north side legislative district in the Illinois House of Representatives for nine years; and

WHEREAS, Jesse C. White throughout his legislative career has sponsored and fought for legislation that has benefitted the people of the State of Illinois, the City of Chicago, and in particular the residents of the near north side; and

WHEREAS, Jesse White, as Chairman of the Illinois House Human Services Committee, leads the fight for just laws in the area of health, public aid, child welfare, and rehabilitation services for the physically handicapped; and

WHEREAS, Jesse White began his life of public service as a young man serving his country as a paratrooper for the 101st Airborne Division of the United States Army; and

WHEREAS, Jesse White during his life has strived to build for the future of our society by working unselfishly with young people as a public school teacher, a coach of wrestling, basketball, volleyball, and track, and as a leader of a Boy Scout Troop, Drum Corps, Male Dance Team, and the Jesse White Tumbling Team; and

WHEREAS, Jesse White for two and one-half decades has acted as "a one-man commando unit" fighting the gangs in the Cabrini-Green Housing Projects by teaching youngsters to "tumble not rumble" for the Jesse White Tumbling Team; and

WHEREAS, In an area where households headed by males are less than twenty-five percent, Jesse White has been a father figure through the years for well over 500 young boys teaching them virtues of honesty, hard work and pride in achievement so that they may strive for a better life; and

WHEREAS, Jesse White, has helped train legions of "Goodwill Ambassadors of Cabrini-Green" reminding the world what ought never be forgotten -- that Cabrini-Green is the home of decent and talented human beings; and

WHEREAS, Jesse White has already received many honors and awards for his work such as the Chicago Crime Commission Top Citizen Award, the National Volunteer Award, the Citizens' School Committee's Most Dedicated Teacher of the Year Award, and the Good Scout Award; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago assembled this Twentieth Day of November, Nineteen Hundred and Eighty-five, A.D., do hereby honor and congratulate Jesse White for his unselfish devotion to his constituents and his untiring work with the young people of Cabrini-Green; and

Be It Further Resolved, That a suitable copy of this resolution shall be prepared and presented to Jesse White.

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

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Lissner Corporation for the occupancy of that space under the North Ogden Avenue viaduct between North Branch Street and the north branch of the Chicago River to be used for truck storage, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.*

Also, a proposed order for the issuance of a sign permit to James D. Ahern and Company, to erect a sign/signboard at 825 West North Avenue for Homemakers, which was *Referred to the Committee on Zoning*.

*Referred -- CHICAGO TRANSIT AUTHORITY PETITIONED TO
INSTALL SPECIFIED BUS PASSENGER SHELTERS.*

Also, two proposed orders petitioning the Chicago Transit Authority to install specified bus passenger shelters, which were *Referred to the Committee on Local Transportation*, as follows:

Northeast corner of Dewitt Place and Pearson Street; and

Northwest corner of Schiller and Clark Streets.

Presented by

ALDERMAN NATARUS (42nd Ward) and OTHERS:

*Referred -- AMENDMENT OF CHAPTER 43, SECTION 43-1
OF CHICAGO MUNICIPAL CODE CONCERNING POSTING
OF EMERGENCY REFERRAL NUMBERS AT ALL
CONSTRUCTION SITES.*

A proposed ordinance presented by Aldermen Natarus, Roti, Sawyer, Hutchinson, Langford, Sherman, Sheahan, Santiago, Hansen and Orbach, to amend Chapter 43, Section 43-1 of the Chicago Municipal Code by adding additional language thereto requiring that notices indicating an emergency referral number and official contact person be posted at all construction sites, which was *Referred to the Committee on Buildings*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys* as follows:

Great Terminal and Transport Corporation -- to maintain and use a railroad switch track connecting with the westerly track of the Chicago, Milwaukee, St. Paul and Pacific Railroad in North Kingsbury Street;

Plibrico Company, -- to maintain and use as now constructed a railroad switchtrack at street grade running for a distance of approximately one hundred (100) feet along and over North Kingsbury Street adjacent to its property located at 1800 North Kingsbury Street.

Presented by

**ALDERMAN OBERMAN (43rd Ward) and
ALDERMAN NATARUS (42nd Ward):**

NOVEMBER 25, 1985 DECLARED "DR. MARGARET HARRIGAN
DAY IN CHICAGO".

A proposed resolution reading as follow:

WHEREAS, Margaret Harrigan served as District 3 Superintendent for the Board of Education with distinction for nine years; and

WHEREAS, Margaret Harrigan has recently been appointed Deputy Superintendent for Curriculum Services for the Board of Education; and

WHEREAS, Margaret Harrigan's commitment to excellence, innovative professionalism, and personal tenacity created a strong sense of pride and excellence in District 3; and

WHEREAS, Margaret Harrigan's support and loyalty to hard working staff members and her commitment to positive and active community participation in school decisions represents the best in urban education; and

WHEREAS, Margaret Harrigan's outstanding achievements and leadership stand alone in community-wide, citywide, and nationwide acclaim; and

WHEREAS, Margaret Harrigan's contributions to District 3 helped to develop a strong sense of pride in all of the schools within District 3; and

WHEREAS, The District 3 Education Council is sponsoring a ceremony in honor of Dr. Harrigan on November 25, 1985, from 4:30 to 6:30 P.M. at the Cultural Center of the Chicago Public Library; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on the 20th day of November, 1985, A.D., do hereby declare November 25, 1985, "Dr. Margaret Harrigan Day in Chicago" and congratulate Dr. Harrigan on her achievements and the affection she has gained from parents, teachers, students, staff, and community members; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Margaret Harrigan.

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

On motion of Alderman Oberman, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO MR. JOHN M. MERLO
ON BEING NAMED 1985 "MAN OF THE YEAR"
BY CHICAGO BOYS AND GIRLS KIWANIS
YOUTH CLUB.

A proposed resolution reading as follows:

WHEREAS, John M. Merlo, former Alderman of the 44th Ward now its Democratic Committeeman, former State Representative and State Senator, and outstanding public official, and respected public servant will be presented the 1985 Man on the Year Award of the Chicago Boys and Girls Club Kiwanis Youth on November 22, 1985; and

WHEREAS, John M. Merlo, belovedly known as Jack has lived in the Lakeview Community; and

WHEREAS, John M. Merlo, became involved in politics at the age of 16 and began working with the youth in the Chicago Park District where he formed the Stanton Gents Club of the young men of the area, securing jobs for them as gold caddies; and

WHEREAS, As a member of the Illinois General Assembly Jack Merlo has submitted numerous bills which were beneficial to the people of the State of Illinois: These bills provided

Return of security deposit with interest on rental apartments,

Licensing clinical blood banks to test for hepatitis virus,

Provided heodialysis treatment for persons with kidney failure,

Gave the handicapped permanent registration cards,

Gave registration cards to persons who did not drive,

Prevented the red lining of neighborhoods by insurance companies,

Protected the purchasers of condominiums. Provided for protection against assault against senior citizens by mandating jail sentences; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here on the 20th day of November, 1985, A.D., do hereby officially and personally express our appreciation and admiration for the outstanding public service rendered by this great humanitarian and we salute him on being made the 1985 Man of the Year Award of the Chicago Boys and Girls Club, Kiwanis Youth; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John M. Merlo.

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*.

CONGRATULATIONS EXTENDED TO MR. ODIS JACKSON
FOR HIS HEROIC ACTIONS.

Also, a proposed resolution reading as follows:

WHEREAS, Odis Jackson, without being a resident of the involved community or an owner of the involved structures, in a truly selfless act of altruism and brotherhood, without concern for his own bodily safety in the face of immediate, obvious, and great physical danger, discovered a house fire at 1236 West Barry Avenue, Chicago, Illinois, and acted to evacuate persons from this burning building, during the early morning of Friday, October 18, 1985; and

WHEREAS, Odis Jackson, demonstrated and maintained his courage and his ability, implementing them unreservedly in this hazardous situation, to the benefit of the rescued fire victims; and

WHEREAS, A copy of this resolution be made publicly available to, Odis Jackson; now, therefore,

Be It Resolved, That we, the Mayor, and the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., and the members of the 1200 Barry Block Club, and other residents of the Lakeview area, and citizens of Chicago, do hereby offer our extreme praise and sincere gratitude to Odis Jackson for his nobility of spirit, high degree of human concern, correct manner, and heroic execution in regard to his fellow man.

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 -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Harold Beider d/b/a Lincoln Park Inn for the maintenance and use of an existing canopy attached to the building or structure at 2800-2812 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to Ahern Sign Company, to erect a sign/signboard at 3146-3152 North Lincoln Avenue for Pickway Shoes, which was *Referred to the Committee on Zoning*.

Presented by

**ALDERMAN HANSEN (44th Ward) and
ALDERMAN ORBACH (46th Ward):**

Referred -- INSTALLATION OF BUSINESS AREA SIGNS FOR
LAKE VIEW EAST DEVELOPMENT CORPORATION.

A proposed ordinance authorizing the Lake View East Development Corporation, under the Business Area Signage Program, to install and maintain 165 business area signs for the installation of improvements in specified public ways, which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

**CONGRATULATIONS EXTENDED TO TWENTY-ONE POLICE
OFFICERS ON OCCASION OF THEIR RETIREMENT
FROM 16TH DISTRICT.**

Alderman McLaughlin moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon twenty-one proposed resolutions for retiring police officers. The motion *Prevailed*.

On separate motions made by Alderman McLaughlin, each of the said proposed resolutions was *Adopted*.

The following are said resolutions as adopted (the italic heading in each case not being a part of the resolution):

Police Officer Kenneth Adolph.

WHEREAS, On June 16, 1985, Police Officer Kenneth Adolph, Star Number 6943, retired after more than 29 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 29 years of service Officer Kenneth Adolph has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Kenneth Adolph has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Kenneth Adolph represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Kenneth Adolph of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Kenneth Adolph for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Kenneth Adolph.

Police Officer Kurt Bartall.

WHEREAS, On April 22, 1985, Police Officer Kurt Bartall, Star Number 9231, retired after more than 31 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 31 years of service Officer Kurt Bartall has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Kurt Bartall has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Kurt Bartall represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Kurt Bartall of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Kurt Bartall for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Kurt Bartall.

Police Officer Fred Bartling.

WHEREAS, On April 8, 1985, Police Officer Fred Bartling, Star Number 5501, retired after more than 36 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 36 years of service Officer Fred Bartling has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Fred Bartling has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Fred Bartling represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Fred Bartling of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Fred Bartling for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Fred Bartling.

Police Officer Thomas Cahill.

WHEREAS, On July 16, 1985, Police Officer Thomas Cahill, Star Number 8940, retired after more than 34 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 34 years of service Officer Thomas Cahill has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Thomas Cahill has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Thomas Cahill represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Thomas Cahill of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Thomas Cahill for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Thomas Cahill.

Police Officer John Costa.

WHEREAS, On March 19, 1985, Police Officer John Costa, Star Number 5373, retired after more than 28 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 28 years of service Officer John Costa has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer John Costa has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer John Costa represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer John Costa of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer John Costa for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer John Costa.

Sergeant Bruno Dojutrek.

WHEREAS, On June 22, 1985, Sergeant Bruno Dojutrek, Star Number 1023, retired after more than 34 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 34 years of service Sergeant Bruno Dojutrek has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Sergeant Bruno Dojutrek has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Sergeant Bruno Dojutrek represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Sergeant Bruno Dojutrek of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Sergeant Bruno Dojutrek for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Bruno Dojutrek.

Sergeant Robert Dwyer.

WHEREAS, On March 20, 1985, Sergeant Robert Dwyer, Star Number 1203, retired after more than 29 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 29 years of service Sergeant Robert Dwyer has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Sergeant Robert Dwyer has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Sergeant Robert Dwyer represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Sergeant Robert Dwyer of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Sergeant Robert Dwyer for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Robert Dwyer.

Police Officer Menard Giersch.

WHEREAS, On February 22, 1985, Police Officer Menard Giersch, Star Number 8025, retired after more than 39 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 39 years of service Officer Menard Giersch has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Menard Giersch has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Menard Giersch represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Menard Giersch of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Menard Giersch for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Menard Giersch.

Police Officer Walter Gordon.

WHEREAS, On July 20, 1984, Police Officer Walter Gordon, Star Number 8406, retired after more than 30 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 30 years of service Officer Walter Gordon has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Walter Gordon has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Walter Gordon represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Walter Gordon of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Walter Gordon for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Walter Gordon.

Police Officer James Hock.

WHEREAS, On July 16, 1985, Police Officer James Hock, Star Number 5631, retired after more than 29 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 29 years of service Officer James Hock has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer James Hock has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer James Hock represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer James Hock of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer James Hock for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer James Hock.

Police Officer Charles Karnick.

WHEREAS, On April 1, 1985, Police Officer Charles Karnick, Star Number 2462, retired after more than 32 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 32 years of service Officer Charles Karnick has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Charles Karnick has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Charles Karnick represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Charles Karnick of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Charles Karnick for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Charles Karnick.

Police Officer Chester Kiser.

WHEREAS, On June 22 1985, Police Officer Chester Kiser, Star Number 5047, retired after more than 35 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 35 years of service Officer Chester Kiser has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Chester Kiser has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Chester Kiser represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Chester Kiser of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Chester Kiser for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Chester Kiser.

Sergeant Robert McFadden.

WHEREAS, On September 17, 1985, Sergeant Robert McFadden, Star Number 1052, retired after more than 29 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 29 years of service Sergeant Robert McFadden has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Sergeant Robert McFadden has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Sergeant Robert McFadden represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Sergeant Robert McFadden of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Sergeant Robert McFadden for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Robert McFadden.

Police Officer Bernard McGann.

WHEREAS, On February 28, 1985, Police Officer Bernard McGann, Star Number 8452, retired after more than 31 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 31 years of service Officer Bernard McGann has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Bernard McGann has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Bernard McGann represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Bernard McGann of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Bernard McGann for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Bernard McGann.

Police Officer John McGillis.

WHEREAS, On May 1, 1984, Police Officer John McGillis, Star Number 8453, retired after more than 30 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 30 years of service Officer John McGillis has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer John McGillis has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer John McGillis represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer John McGillis of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer John McGillis for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer John McGillis.

Police Officer George Pocius.

WHEREAS, On September 4, 1984, Police Officer George Pocius, Star Number 3325, retired after more than 28 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 28 years of service Officer George Pocius has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer George Pocius has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer George Pocius represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer George Pocius of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer George Pocius for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer George Pocius.

Police Officer Ernest Riley.

WHEREAS, On March 1, 1985, Police Officer Ernest Riley, Star Number 7474, retired after more than 34 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 34 years of service Officer Ernest Riley has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Ernest Riley has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Ernest Riley represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Ernest Riley of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Ernest Riley for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Ernest Riley

Police Officer Louis Schatz.

WHEREAS, On August 1, 1984, Police Officer Louis Schatz, Star Number 10757, retired after more than 26 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 26 years of service Officer Louis Schatz has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Louis Schatz has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Louis Schatz represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Louis Schatz of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Louis Schatz for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Louis Schatz.

Police Officer Albin Troc.

WHEREAS, On April 7, 1985, Police Officer Albin Troc, Star Number 9141, retired after more than 28 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 28 years of service Officer Albin Troc has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Albin Troc has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Albin Troc represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Albin Troc of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Albin Troc for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Albin Troc.

Police Officer Robert Watz.

WHEREAS, On May 1, 1984, Police Officer Robert Watz, Star Number 10781, retired after more than 26 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 26 years of service Officer Robert Watz has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Robert Watz has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Robert Watz represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Police Officer Robert Watz of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Robert Watz for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Robert Watz.

Sergeant James Williamson.

WHEREAS, On July 2, 1984, Sergeant James Williamson, Star Number 2007, retired after more than 34 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, During his 34 years of service Sergeant James Williamson has received Honorable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Sergeant James Williamson has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Sergeant James Williamson represents the solidity and continuity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20th day of November, 1985, A.D., do hereby extend our sincere gratitude and appreciation of Sergeant James Williamson of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Sergeant James Williamson for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant James Williamson.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Fred Freeman for the maintenance and use of an existing canopy attached to the building or structure at 5391 North Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

A proposed order for the issuance of a permit to Krause Funeral Home, Inc. for the maintenance and use of existing canopies attached to the building or structure at 3905-3907 North Lincoln Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN ORR (49th Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE
AND USE OF EXISTING CANOPIES AT
SPECIFIED LOCATIONS.

Four proposed orders for the issuance of permits for the maintenance and use of existing canopies attached to the specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Cherie Bishop -- for premises at 1527 West Devon Avenue;

Chicago Title and Trust Co. Trust No. 1087386 -- for premises at 1246 West Pratt Avenue.

Devon-Morseview Drugs, Inc. -- for premises at 1358 West Devon Avenue; and

The New Gaslight Lounge -- for premises at 1547 West Howard Street.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE
AND USE OF EXISTING CANOPIES AT SPECIFIED
LOCATIONS.

Two proposed orders for the issuance of permits for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Gulliver's Restaurant -- for premises at 2727 West Howard Street;

Hans Schmidt -- for premises at 7012-7016 North Western Avenue.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago -- for installation of power reducers in all of the fluorescent light fixtures on the campus at sundry locations.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, Superior Street and Fairbanks Court -- for remodeling of Institute of Psychiatry at Prentice Pavilion on the premises known as Northwestern Memorial Hospital.

Northwestern Memorial Hospital, Superior Street and Fairbanks Court -- for remodeling of Wesley Pavilion -- 250 E. Superior Street on the premises known as Northwestern Memorial Hospital.

BY ALDERMAN VOLINI (48th Ward):

The Peoples Church -- for plumbing work from the buffalo box to standpipe in basement on the premises known as 941 W. Lawrence Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN VOLINI (48th Ward):

Home for the Aging, 909 W. Foster Avenue.

Sheridan Road Hospital of Rush Presbyterian Hospital, 6130 N. Sheridan Road.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Jewish Federation of Metropolitan Chicago, 1 S. Franklin Street -- building inspection.

BY ALDERMAN BLOOM (5th Ward):

McCormick Theological Seminary, sundry locations -- building and elevator inspections (2).

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, 345 E. Superior Street -- sign inspection.

Northwestern Memorial Hospital, 250 E. Superior Street -- institutional inspection.

Dr. Wm. M. Scholl College of Podiatric Medicine, 1001 N. Dearborn Street -- elevator inspection.

BY ALDERMAN HANSEN (44th Ward):

Society of Helpers, 303 Barry Avenue -- elevator inspection.

St. Joseph Hospital, 2900 N. Lake Shore Drive -- institutional inspections.

BY ALDERMAN VOLINI (48th Ward):

Winthrop Towers, 4849 N. Winthrop Avenue -- elevator inspection.

BY ALDERMAN STONE (50th Ward):

Zionist Organization, 6326 N. California Avenue -- sign inspection.

REFUND OF FEES:

BY ALDERMAN BLOOM (5th Ward):

Chicago University, sundry locations -- Refund of Permit No. CW673455/1, CW681150/7, CW661149/1, CW673457/8 for the following amounts \$60.00, \$30.00, \$60.00 and \$60.00.

BY ALDERMAN STONE (50th Ward):

Chef Hans, 7011 N. Western Avenue -- Refund of Permit Fee in compliance with Chapter 33-19.1 of the Municipal Code.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 12, 1985) (*Special Meeting*).

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on November 12, 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*.

JOURNAL (November 13, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 13, 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.

CHAPTER 137 OF MUNICIPAL CODE AMENDED BY ADDITION OF NEW SECTION 137-17.3 CONCERNING RULES AND REGULATIONS FOR TRAUMA CENTERS.

On motion of Alderman Majerczyk, the City Council took up for consideration the report of the Committee on Health, deferred and published in the Journal of the Proceedings of November 13, 1985, pages 22170 and 22190-22191, recommending that the City Council pass a proposed ordinance amending Chapter 137 of the Municipal Code by adding a new Section 137-17.3 concerning the rules and regulations for trauma centers.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 137 of the Municipal Code of Chicago is hereby amended by adding a new Section 137-17.3, in italics, as follows:

137-17.3. The Board of Health shall adopt and publish rules and regulations regarding the rendering of trauma care. Those rules and regulations shall include, but not be limited to:

- (a) Accreditation and classification of trauma centers;*
- (b) Minimum accommodations and facilities, types and levels of care required at trauma centers;*
- (c) Minimum staffing and administrative requirements;*
- (d) Accreditation procedures, as well as procedures by which to revoke a facility's accreditation as a trauma center. Said procedures shall include standards and criteria for review of facilities requesting approval by the Department of Health,*

procedures by which to appeal decisions of the Department of Health, and procedures for the provision of such notice and hearing as shall be consistent with the requirements of due process law;

- (e) The terms of interfacility transfer agreements for the transfer of patients from receiving hospitals to hospitals capable of providing specialized care as needed;*
- (f) The institution and employment of such field triage procedures as may be authorized by the State approved Project Medical Director;*
- (g) Procedures by which to monitor the performance of the trauma care system, including, procedures by which to evaluate said trauma care system's effectiveness in ensuring the most efficient transport of trauma patients to appropriate facilities;*
- (h) Any other rules and regulations that the Department of Health shall deem appropriate for the achievement of an effective trauma care system in the City of Chicago.*

All rules and regulations adopted pursuant to this section shall be in accordance with and not contrary to either those rules and regulations of the Illinois Department of Public Health relating to emergency medical treatment and the establishment of trauma centers, or those rules and regulations promulgated pursuant to Chapter 103 of the Municipal Code of Chicago relating to the duties and responsibilities of ambulance attendants.

SECTION 2. *The Department of Health shall appoint a broad-based advisory committee to review all aspects of the Trauma Center Ordinance.*

137-17.3....

The Department of Health shall submit to the City Council Committee on Health annually a full report of said department's monitoring and evaluation activities in connection with duly licensed trauma centers.

SECTION 3. This ordinance shall be in full force and effect 180 days from and after the date of its passage.

**SET ASIDES, ET CETERA APPROVED FOR HISPANIC
M.B.E. CONTRACTORS.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of November 13, 1985, pages 22138-22139, recommending that the City Council adopt a proposed resolution authorizing the approval of City contracts for Hispanic Minority Business Enterprise Contractors.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Mayor has issued Executive Order 85-2 which requires that 25 percent of all City contracts go to bona fide minority business enterprises (M.B.E.) and that 5 percent go to bona fide Women Business Enterprises; and

WHEREAS, The consultant hired by the Administration to study Latino Business in Chicago has found that only 1.6 percent of the City's total procurement dollars have gone to Latino-owned firms; and

WHEREAS, There are an estimated 3,624 Latino firms presently in the City; and

WHEREAS, The above-mentioned consultant states that Latino-owned businesses are growing at a faster rate than businesses in Chicago overall; and

WHEREAS, The Hispanic population in Chicago is currently estimated at 16 to 17 percent of total City population and is projected to reach 20.3 percent in 1990; and

WHEREAS, United States census figures show that the Chicago Hispanic population is approximately 26 to 30 percent of Chicago's non-Spanish White population; now, therefore,

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

That the Mayor is urged to require that at least 10 to 15 percent of total City procurement dollars be set aside for Hispanic M.B.E. contractors; and

Be It Further Resolved, That the Committee on Finance establish a subcommittee to investigate the inequity in the percentage of contracts given to this City's Hispanic M.B.E. contractor's; and

Be It Further Resolved, That the Mayor is urged to memorialize the Board of Education to implement an M.B.E./W.B.E. program similar to that of Executive Order 1985-2; and

Be It Further Resolved, That the Mayor is urged to withhold further allocation of general revenue bonds for the O'Hare Airport Airline expansion project due to airlines failure to comply with Hispanic Business participation.

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

MISCELLANEOUS BUSINESS.

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

The City Clerk transmitted communications from Ronald D. Picur, City Comptroller, under date of November 18, 1985, which read as follows:

1404 North Cleveland Avenue.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of City of Chicago property which was authorized by ordinance October 6, 1981.

1420 North Cleveland Avenue.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for the sale of City of Chicago property which was authorized by ordinance October 6, 1981.

*1001-1007 West Division Street/
1148-1174 North Hickory Avenue.*

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City of Chicago property which was authorized by ordinance February 4, 1985.

*1401-1407 East Marquette Road/
6607-6611 South Dorchester Avenue.*

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City of Chicago property which was authorized by ordinance November 8, 1984.

*1147-1153 South Mozart Street/
2812-2822 West Roosevelt Road.*

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City of Chicago property which was authorized by ordinance February 4, 1985.

830 South Oakley Boulevard.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for the sale of City of Chicago property which was authorized by ordinance February 4, 1985.

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

The following is a summary of said bids:

1404 North Cleveland Avenue.

Bridgman Bonding Company, c/o Robert Weisman, Esq., 33 N. LaSalle Street, 34th floor, Chicago, Illinois 60602: Amount bid \$18,010.00, deposit check \$1,801.00 (cashier's check);

M/D Ventures, c/o Allison S. Davis, 14 W. Erie Street, Chicago, Illinois 60610: Amount bid \$17,500.00, deposit check \$1,750.00 (cashier's check):

1420 North Cleveland Avenue.

M/D Ventures, c/o Allison S. Davis, 14 W. Erie Street, Chicago, Illinois 60610: Amount bid \$18,500.00, deposit check \$100.00 and \$1,750.00, totalling \$1,850.00 (cashier checks);

Bridgman Bonding Company, c/o Robert Weisman, Esq., 33 N. LaSalle Street, 34th floor, Chicago, Illinois 60602: Amount bid \$18,010.00, deposit check \$1,801.00 (cashier's check);

*1001-1007 West Division Street/
1148-1174 North Hickory Avenue.*

William Berke, 6354 N. Broadway, Chicago, Illinois 60660: Amount bid \$52,010.00, deposit check \$5,201.00 (cashier's check);

*1401-1407 East Marquette Road/
6607-6611 South Dorchester Avenue.*

Chicago Illinois Stony Island Congregation of Jehovah's Witnesses, c/o Manak & Hornsby, 33 N. LaSalle Street, Suite 2108, Chicago, Illinois 60602: Amount bid \$10,550.00, deposit check \$1,050.00 (certified check);

*1147-1153 South Mozart Street/
2812-2822 West Roosevelt Road.*

True Solid Rock M.B. Church, c/o Reverend Heudy Carlisle, 1315 S. California Avenue, Chicago, Illinois 60608: Amount bid \$15,000.00, deposit check \$1,500.00 (cashier's check);

830 South Oakley Boulevard.

Louis and Betty J. Langone, Sr., 826-828 S. Oakley Boulevard, Chicago, Illinois 60622: Amount bid \$6,500.00, deposit check \$650.00 (cashier's 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 Wednesday the twentieth (20th) day of November, 1985, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the Twenty-sixth (26th) day of November, 1985, at 10:00 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, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, November 26, 1985, at 10:00 A.M., in the Council Chamber in the City Hall.

A handwritten signature in black ink, reading "Walter S. Kozubowski". The signature is written in a cursive, flowing style with a large, prominent "W" and "K".

WALTER S. KOZUBOWSKI,
City Clerk.