

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

COPY



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

Regular Meeting—Thursday, January 16, 1986

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

Absent -- Aldermen Vrdolyak, Hagopian and Mell.

Call to Order.

On Thursday, January 16, 1986 at 1:35 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Quorum present.

Invocation.

Dr. Wilfred Reid, M.A., D.D., Hum, Grant Memorial A.M.E. Church, opened the meeting with prayer.

CONGRATULATIONS EXTENDED TO CHICAGO BEARS FOR WINNING NATIONAL FOOTBALL CONFERENCE CHAMPIONSHIP.

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

WHEREAS, Since the Washington Administration took office in 1983, Chicago sports teams have had championship seasons; and

WHEREAS, The 1985-1986 Chicago Bears Football Team is the latest Chicago sports team to join that illustrious group; and

WHEREAS, With their all-pro offense and defense, the Chicago Bears compiled an overpowering 15 and 1 won-loss record during the regular season; and

WHEREAS, The Bears set a national football league record by shutting out their two playoff opponents, the New York Giants and the Los Angeles Rams; and

WHEREAS, The Bears have achieved this outstanding feat with a group of diverse and talented individuals who work together, in true Chicago tradition, as a well-disciplined team on the field; and

WHEREAS, The Bears have been led by a championship management team which worked diligently to put together the right combination of players; and

WHEREAS, The Bears are on a purposeful mission to play in Super Bowl XX in New Orleans on January 26, 1986 and to win the NFL Super Bowl title by sacking, smashing, trouncing, bashing and, in general, annihilating their opponents, the New England Patriots; and

WHEREAS, The Mayor, through friendly wagers, has already won cheese steak sandwiches from New York Mayor Ed Koch and a crate of California oranges from Anaheim Mayor Don Roth; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled this 16th day of January 1986, that a suitable toast, with the proceeds of the most recent wager of California oranges, be given to the Championship Chicago Bears as a show of our unwavering support and confidence for their accomplishments this season, to the pride they have brought our great City, and to the ultimate championship they will bring home after Super Bowl XX; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Bears National Football League Team.

Alderman Evans 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 Evans the foregoing proposed resolution was *Adopted*, unanimously.

Noting that it was a banner week for the City of Chicago, Mayor Washington spoke of paying homage to "perhaps one of the finest juggernauts known as an athletic team in the history of this country".

At this point, the Mayor then introduced the Refrigerette cheerleaders who provided the Mayor and Council members with muffins and orange juice. Asking the council members to stand and "raise their glasses high", the Mayor then delivered the following toast:

To the great people of Chicago and to the 1985/1986 N.F.C. Champions, the Super Bowl bound Chicago Bears. First, to United Parcel Service and Next Day Air Transport which last night made a trip to Anaheim and executed the resurrection of

our winning wager from Mayor Roth in Anaheim. To Treasure Island for their loving care in squeezing the sweet nectar from the oranges for our use today which came, purportedly, from Anaheim. And to Eli Schulman, of Chicago vintage, for providing the delicious muffins to complement our Anaheim orange juice, which we cherish. Secondly, we raise our glasses in support of our Chicago Bears who embody the essence of team spirit and success -- may you bear down to New Orleans and squeeze the fruits of a well deserved victory from the New England Patriots. To the Chicago Bears!!!

TRIBUTE TO LATE DR. MARTIN LUTHER KING, JR. ON
ANNIVERSARY OF HIS BIRTHDAY.

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

WHEREAS, Every American will pay official tribute for the first time to the Prophet of Peace, the late Dr. Martin Luther King, Jr., on January 20, 1986; and

WHEREAS, The Pastoral Advocate of non-violent protest against all forms of discrimination was a great leader who paid tribute to the American creed that all men are created equal; and

WHEREAS, The Quintessential Spokesman for racial equality and brotherhood awakened the world on August 28, 1963 with his "I Have a Dream" speech, in front of the Lincoln Memorial of the Nation's capital, where 250,000 Americans staged a non-violent demonstration in support of civil rights legislation; and

WHEREAS, In the summer of 1966, the Nobel Peace Laureate, Dr. King, brought to Chicago a special consciousness that led all Chicagoans in an historic civil rights movement to end housing discrimination; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago, that in all legislative deliberation and executive action, the spirit of Dr. Martin Luther King, Jr.'s dream of racial equality and peaceful existence for all be forever recognized on both the anniversary of his birthday, January 15, and the national holiday named in his honor, celebrated this year on January 20th; and

Be It Further Resolved, That a copy of this resolution be presented to the family of Dr. Martin Luther King, Jr. and distributed for public awareness.

Alderman D. Davis 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 D. Davis, seconded by Aldermen Rush, Tillman, Pucinski, Evans and Natarus, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

TRIBUTE TO LATE DEPUTY POLICE CHIEF JAMES RIORDAN.

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

WHEREAS, Former Chicago Police Deputy Chief James Riordan, 73, died Saturday in Little Company of Mary Hospital; and

WHEREAS, Riordan, a longtime resident of the Beverly neighborhood, was a 36-year veteran of the Chicago Police Department; and

WHEREAS, When the Chicago Park District Police joined forces with the Chicago Police Department, Riordan was promoted to Captain; and

WHEREAS, James Riordan was chosen to head the Organized Crime and Vice Division by former Police Superintendent O. W. Wilson in 1960; and

WHEREAS, In 1963, Mr. Riordan was promoted to Deputy Chief of Patrol, and remained in that position until his retirement in 1974; and

WHEREAS, Mr. Riordan leaves to mourn his wife Jean, six children, two brothers and 20 grandchildren; and

WHEREAS, James Riordan was a dedicated City employee and will be sorely missed by those who knew him; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of Chicago, assembled here this 16th day of January, 1986, take pride in honoring a man who dedicated his life to serving and protecting the citizens of this great City; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Jean Riordan and family.

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

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

CITY OF CHICAGO URGED TO SUPPORT BISHOP
DESMOND TUTU ON OCCASION OF HIS
TOUR OF UNITED STATES.

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

WHEREAS, The Right Reverend Desmond Tutu, the Angelican Bishop of Johannesburg, Union of South Africa is currently undertaking a two week tour of the United States; and

WHEREAS, Bishop Tutu will be in the City of Chicago on Friday, the twenty- fourth of January, 1986; and

WHEREAS, Bishop Tutu in 1984 became the 65th Nobel Peace Laureate and the third Black to be so honored; the late Albert J. Lithuli having been the first Black to be so honored; and

WHEREAS, The Norwegian Nobel Committee cited Bishop Tutu for his role as a unifying leader in the campaign to resolve the problem of apartheid in South Africa and directed attention to his role in the nonviolent struggle for liberation of which he is a chief spokesman; and

WHEREAS, Bishop Tutu on receiving the Nobel Peace Prize remarked that he was accepting the award on behalf of all those who have been involved in the liberation struggle, working for a new society in South Africa. He further remarked that the money would be donated to a scholarship and for Black African youths; and

WHEREAS, Bishop Tutu's current national tour of the United States will benefit the South African Council of Churches. Funds will be used for education, scholarships and the provision of housing and food for displaced families and the families of political prisoners; and

WHEREAS, The tour is sponsored by the Adelphia Foundation/South African Council of Churches; and

WHEREAS, The theme of Bishop Tutu's tour is Family, Unity and Peace; and

WHEREAS, Mayor Harold Washington and the Mid-American Committee will honor Bishop Tutu at a luncheon to be held on January 24, 1986 at the Hilton Hotel and at ceremonies to be held in the Daley Plaza on the same date; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council in a meeting held on January 16, 1986 do hereby welcome Bishop Tutu to the City of Chicago; and

Be It Further Resolved, That the people of the City of Chicago honor Bishop Tutu as a simple pastor, passionately concerned with justice, peace and reconciliation; and

Be It Further Resolved, That the people of the City of Chicago support and embrace the concept of Family, Unity and Peace which is the theme of Bishop Tutu's tour; and

Be It Further Resolved, That the people of the City of Chicago support Bishop Tutu's efforts to ameliorate and end the ravages of the apartheid system which denies freedom and self determination to over twenty million Blacks in the Union of South Africa.

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

On motion of Alderman Kelley, seconded by Alderman D. Davis, the foregoing proposed resolution was *Adopted*, unanimously.

TRIBUTE TO LATE COOK COUNTY CIRCUIT COURT
JUDGE AND FORMER ALDERMAN
JACK I. SPERLING.

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

WHEREAS, Former Republican Alderman and Cook County Circuit Court Judge Jack I. Sperling, 74, died Friday, January 12, 1986, in Boca Raton, Florida; and

WHEREAS, Alderman Sperling, a resident of Rogers Park, was noted for his eloquent speeches and close scrutiny of the City budget; and

WHEREAS, During his time of service, Jack Sperling was among a handful of Republicans to serve on the Chicago City Council; and

WHEREAS, He was elected to the 50th Ward seat in 1955, and was president of B'nai B'rith and the Board of Directors of Temple Menorah, and a member of the Chicago Bar Association, the American Bar Association and the Decalogue Society of Lawyers; and

WHEREAS, Mr. Sperling leaves to mourn him, his wife of 50 years, Dorothy, three children, and nine grandchildren; and

WHEREAS, Jack I. Sperling was a fine citizen and will be sorely missed by those who knew him; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled here this 16th day of January, 1986, recognize the achievements of Jack I. Sperling; and

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

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

On motion of Alderman Stone, seconded by Aldermen Natarus, Burke, Laurino and Marzullo, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

TRIBUTE TO LATE STATE SENATOR PRESCOTT E. BLOOM.

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

WHEREAS, Senator Prescott E. Bloom, 43, of Peoria, Illinois, and his 3 year old daughter, Jennifer, were killed when a fire swept through their home early Saturday morning, January 11, 1986; and

WHEREAS, Senator Bloom was a dedicated legislator who cared very deeply for people and worked diligently to improve the welfare of all; and

WHEREAS, Last summer, Senator Bloom posed as a drifter in Chicago's Uptown area to investigate Medicaid fraud which resulted in the removal of three doctors and a pharmacy from the Medicaid program; and

WHEREAS, Prescott Bloom was the primary reason Illinois was able to get a health care cost containment legislation through the Illinois General Assembly, and will be greatly missed by all his colleagues; and

WHEREAS, Senator Bloom will be remembered for bringing young people into the mainstream of government and last October, he was selected as one of the 10 best legislators by the *Chicago Sun-Times*; and

WHEREAS, Senator Bloom is survived by his wife Dianne, and his 7 year old son Jeffrey, who is hospitalized in critical condition as a result of Saturday's fire; and

WHEREAS, The untimely death of Senator Prescott Bloom is not only a tragic loss to the people of his district, but to the entire State of Illinois; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council assembled here this 16th day of January, 1986, do hereby recognize the monumental achievements of Senator Prescott Bloom and acknowledge the great work this legislator provided for the City of Chicago and the State of Illinois; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Senator Bloom.

Alderman Nardulli 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 Nardulli, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

At this point, Mayor Washington expressed his own feeling that with the passing of Senator Prescott E. Bloom, the City of Chicago, the City of Peoria and the State of Illinois had "lost a real, true and honest public servant" and noted that "such people are irreplaceable".

TRIBUTE TO LATE MR. WILLIAM LOUIS "BILL" VEECK, JR.

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

WHEREAS, William Louis "Bill" Veeck, Jr. passed away on January 2nd, 1986; and

WHEREAS, Bill Veeck was the embodiment of professional sports programs in Chicago for nearly half a century; and

WHEREAS, Bill Veeck was mainly responsible for the ivy covered walls at Wrigley Field; and

WHEREAS, In his first year as owner of the Chicago White Sox, the team won the American League Pennant; and

WHEREAS, His foresight and unbiased love for the game of baseball resulted in his hiring the first black player in the American League in 1947; and

WHEREAS, Bill Veeck once described his many actions on behalf of baseball as wanting "to create the greatest enjoyment for the greatest number of people"; and

WHEREAS, Throughout his lifetime, Bill Veeck did indeed create great enjoyment for all Chicago sports fans; and

WHEREAS, Bill Veeck is survived by his wife, Mary Frances, and eight children; and

WHEREAS, All Chicago and its sports community have lost a great professional and fan of the great American pastime; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled this 16th day of January, 1986, request that a moment of silence be observed in remembrance of the many accomplishments and memories left by Bill Veeck to the people of Chicago; and

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

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

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

COMMENDATION AND APPRECIATION EXTENDED TO GIRL
SCOUTS OF AMERICA.

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

WHEREAS, The Girl Scouts of Chicago, in connection with Girl Scout Councils across the United States, are launching their annual Cookie Drive on Monday, January 27, 1986; and

WHEREAS, This traditional annual event gives these young ladies an opportunity to earn money for troop activities and special events; and

WHEREAS, These funds help their councils provide services and operations, carry out special programs and maintain equipment and facilities on behalf of the scouts; and

WHEREAS, Nearly forty percent of the council's income is derived from the annual cookie drive, with all proceeds being used in the area in which they were collected; and

WHEREAS, The Girl Scouts learn teamwork, entrepreneurial skills, self-worth and a feeling of accomplishment from this endeavor; and

WHEREAS, Over the years, the Girl Scout organization has taken measures to insure that the public receives a high quality product when they purchase cookies during the drive; and

WHEREAS, The Girl Scout cookie drive is to be commended as a fine example of how the Girl Scouts organization promotes education and growth for our future community leaders; now, therefore,

Be It Resolved, By the Mayor and the members of the City Council, that the Girl Scouts of Chicago, the Girl Scouts of America, and their respective members be commended for carrying on this fine tradition and that their efforts be supported by all Chicagoans; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Girl Scouts of Chicago.

Alderman Humes 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 Humes, the foregoing proposed resolution was *Adopted*, unanimously.

RECOGNITION AND HONOR GIVEN TO *CHICAGO SUN-*
TIMES MUSIC CRITIC MR. ROBERT C. MARSH.

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

WHEREAS, Two generations of the Marsh Family have served education and the arts in Chicago for more than fifty years, beginning with the late Charles L. Marsh, a respected administrator in the Chicago Public Schools, whose one hundredth birthday was celebrated on January 10, 1986; and

WHEREAS, His son, Robert C. Marsh, has been a resident of Chicago for the greater part of his life, and has received much of his education here: Chicago Public Schools, and two degrees from Northwestern University, and has in turn given his skills back to the City; and

WHEREAS, Robert C. Marsh has also carried his studies far beyond Chicago. He has been a Doctor of Harvard University for thirty-five years and has been a research student at the ancient universities of Oxford and Cambridge; and

WHEREAS, Robert C. Marsh has received numerous awards and fellowships in recognition of his work, among them the Deems Taylor Award, and has brought radio station WFMT a Peabody Award for his educational broadcasting; and

WHEREAS, Mr. Marsh now heads the Chicago Opera Project of the Newberry Library and is preparing the first comprehensive history of opera and symphonic music in our City; and

WHEREAS, Robert C. Marsh is now celebrating his thirtieth season as music critic of the *Chicago Sun Times*, continuing a tradition he has established of positive commentary on the arts in our great City; now, therefore,

Be It Resolved, By the Mayor and the members of the City Council of Chicago, assembled here this 16th day of January, 1986, that we honor Robert Marsh Day as a distinguished citizen who has brought honor and notice to all Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Robert C. Marsh.

Alderman McLaughlin 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 McLaughlin, the foregoing proposed resolution was *Adopted*, unanimously.

Rules Suspended -- MOODY BIBLE INSTITUTE CONGRATULATED
ON OCCASION OF ITS 100TH ANNIVERSARY.

Alderman Natarus moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business, to consider a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, In the year 1886, Dwight Lyman Moody, a former Chicago shoemaker who had traveled the world preaching to millions the good news of his God, returned to Chicago to found the Chicago Evangelization Society; and

WHEREAS, During the week of February 3-9, 1986, the society D. L. Moody began, now known as the Moody Bible Institute, will mark its centennial anniversary; and

WHEREAS, All Chicagoans can be proud and grateful that for 100 years the Moody Bible Institute has been committed to our City as the Institute has grown from one vacant lot near Chicago Avenue to the present seven-block campus and world headquarters on Chicago's near north side; and

WHEREAS, During the years over 50,000 dedicated people have passed through the stone archway at 820 North LaSalle Street as they train to minister to the spiritual, emotional and physical needs of their neighbors to the glory of God; and

WHEREAS, Chicago has been especially blessed by the legacy of D. L. Moody as his students train by serving at over 300 Chicago hospitals, rescue missions, nursing homes, tutoring programs, prisons, churches, youth programs and gang rehabilitation programs; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago assembled here this sixteenth day of January, nineteen hundred and eighty-six, A.D., do hereby honor and congratulate the Moody Bible Institute and its president, Dr. George Sweeting, on the occasion of the 100th anniversary of its founding and do hereby urge all citizens of the City of Chicago to remember and take cognizance of the great works Dwight Lyman Moody and all those associated with the Moody Bible Institute have accomplished on behalf of their neighborhood and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution shall be prepared and presented to the Moody Bible Institute.

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

Thereupon, on motion of Alderman Natarus, the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, the Mayor invited Alderman Natarus, Moody Bible Institute President Dr. George Sweeting and his associates Mr. Donald Hescott and Mr. Marvin Beckmen to the rostrum.

The Mayor, along with Alderman Natarus, presented a framed parchment of the resolution honoring the Moody Bible Institute to President Sweeting.

Dr. Sweeting then presented the Mayor with a book on the history of the Moody Bible Institute; he expressed his appreciation to the Mayor and the members of the City Council for the honor accorded them.

REGULAR ORDER OF BUSINESS RESUMED.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Referred -- MAYOR'S APPOINTMENT OF MS. ADDIE WYATT
TO CHICAGO PERSONNEL BOARD.

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

January 16, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Ms. Addie Wyatt to the Personnel Board of the City of Chicago, for a term ending July 19, 1989, to replace Mr. Andrew McGann, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

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

Placed on File -- MAYOR'S APPOINTMENTS OF MR. EDWARD BRABEC AND
MR. ABBOTT ROSEN AS MEMBERS OF MAYOR'S ADVISORY
COMMISSION ON SCHOOL BOARD NOMINATIONS.

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

January 16, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Edward Brabec and Abbott Rosen as members of the Mayor's Advisory Commission on School Board Nominations.

I submit this communication for your information.

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

Referred -- MAYOR'S APPOINTMENTS OF VARIOUS INDIVIDUALS
AS MEMBERS OF BOARD OF LOCAL IMPROVEMENTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1986.

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

LADIES AND GENTLEMEN -- I herewith appoint the following people as members of the Board of Local Improvements:

Juanita Passmore to succeed John F. Leon

George Migala to succeed Leah Jones.

I respectfully request your approval of these appointments.

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

Placed on File -- MAYOR'S APPOINTMENT OF MR. JAMES
E. CALDWELL AS MEMBER AND CHAIRMAN OF
MAYOR'S REAL ESTATE REVIEW COMMITTEE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1986.

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

LADIES AND GENTLEMEN -- Please be advised that I have appointed Mr. James E. Caldwell as a member and chairman of the Mayor's Real Estate Review Committee to replace Ms. Louise Q. Lawson, resigned.

I submit this communication for your information.

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

Referred -- CHICAGO MUNICIPAL CODE CHAPTER 17 AMENDED
BY ADDING SECTION 17-6.2 TO EXTEND MORATORIUM
ON SANITARY LANDFILL PERMITS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioners of the Departments of Planning, Consumer Services, Public Works and Streets and Sanitation, I transmit herewith an ordinance amending Section 17-6.2 of the Municipal Code of Chicago to extend the moratorium on sanitary landfill permits to February 1, 1987.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- REPROGRAMMING OF YEAR XI COMMUNITY
DEVELOPMENT SALVAGE FUNDS TO PARISH
COOPERATIVE AS DELEGATE AGENCY
IN YOUTH CRIME PREVENTION
PROGRAM.

1/16/86

COMMUNICATIONS, ETC.

26023

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

January 16, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a resolution reprogramming available Year XI Community Development Block Grant salvage funds in the amount of \$22,000 to the Parish Cooperative in South Chicago as a delegate agency in the Youth Crime Prevention Program of the Department of Human Services through June 30, 1986.

Your favorable consideration of this resolution will be appreciated.

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

Referred -- APPROVAL FOR SALE OF PARCEL 3 IN COMMERCIAL
DISTRICT PROJECT MADISON-RACINE TO CHRISTIAN
COMMUNICATIONS OF CHICAGOLAND,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I am transmitting an ordinance approving the sale of Parcel 3 in Commercial District Project Madison-Racine to Christian Communications of Chicagoland, Inc.

Also enclosed are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on November 19, 1985, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred -- COUNTY CLERKS OF COOK AND DU PAGE COUNTIES
DIRECTED TO REDUCE CITY'S 1985 TAX LEVY ON
PUBLIC BUILDING COMMISSION OF CHICAGO
BUILDING REVENUE BONDS SERIES
"B" OF 1971.

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

January 16, 1986.

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

LADIES AND GENTLEMEN -- Transmitted herewith is a proposed ordinance directing the County Clerks of Cook and Du Page Counties to reduce the 1985 tax levy for the City of Chicago on Public Building Commission of Chicago Building Revenue Bonds Series "B" of 1971, due to rental paid by the County of Cook for court facilities in the Fourth and Sixth Area Police Headquarters.

Your favorable consideration of this matter would be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE
BONDS FOR FINANCING OF PROJECT BY STEVENSON
ENGINEERING COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,000,000 for the financing of a project by Stevenson Engineering Company.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH
STEVENSON ENGINEERING COMPANY, SCHWINN BICYCLE
COMPANY, AND LIFE-LIKE PRODUCTS,
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

January 16, 1986.

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 redevelopment agreement with Stevenson Engineering Company, Schwinn Bicycle Company, and Life-Like Products, Incorporated, in the amount of \$102,757. The funds are to assist Stevenson Engineering to acquire property located at 1856 North Kostner Avenue, Chicago, Illinois, which it will lease to Life-Like Products, Incorporated as part of the latter's expansion of its foam molding manufacturing operations.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF SPECIAL SERVICE AREA NUMBER 7.

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

January 16, 1986.

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 amending the ordinance passed by the City Council on June 26, 1985, creating Special Service Area Number 7.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CHICAGO ZONING ORDINANCE AMENDED BY
RECLASSIFYING PARTICULAR AREA
SHOWN ON MAP 4-F.

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

January 16, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning and the Chinese American Development Corporation, I am transmitting an ordinance approving an amendment to the Zoning Ordinance thereby designating as a Residential-Business Planned Development the area bounded by West 18th Street; South Wentworth Avenue; West Cermak Road; South Stewart Avenue; and the southeasterly right-of-way line of the Illinois Central Gulf Railroad Company.

Your favorable consideration of this ordinance will be appreciated.

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

Placed on File -- MAYOR'S DESIGNATION OF MARILYN
JOHNSON AS CHAIRMAN OF MAYOR'S ADVISORY
COMMISSION FOR REVISING BUILDING
CODE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 16, 1986.

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

LADIES AND GENTLEMEN -- I have designated Marilyn Johnson as Chairman of the
Mayor's Advisory Commission for Revising the Building Code.

I submit this communication for your information.

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

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

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

Placed on File -- REPORTS AND DOCUMENTS OF
COMMONWEALTH EDISON COMPANY.

The following communication from Richard J. Martin, Assistant Secretary,
Commonwealth Edison Company, addressed to the City Clerk under date of January 2, 1986,
which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I
am enclosing copies of reports of the Company as listed below:

Statement for bills issued in January, 1986 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Amended Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month November, 1985.

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the months December, 1985 and January, 1986.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C.) Form No. EIA-826, for the month of October, 1985."

Placed on File -- NOTIFICATION OF SALE AND DELIVERY TO
PURCHASERS OF \$65,690,000 CITY OF CHICAGO WATER
REVENUE BONDS, REFUNDING AND IMPROVEMENT
SERIES 1985.

Also, a communication from Schiff Hardin & Waite, attorneys and a report from Ronald D. Picur, City Comptroller, addressed to the City Council notifying the members of the sale and delivery to the purchaser of \$65,690,000 City of Chicago Water Revenue Bonds, Refunding and Improvement Series 1985, which were *Placed on File*.

Placed on File -- EXECUTIVE ORDER 85-5 ADOPTING CITY OF
CHICAGO AFFIRMATIVE ACTION PLAN, 1985-1995.

Also, a communication from Honorable Harold Washington, Mayor, transmitting Executive Order 85-5 concerning the adoption of the City of Chicago Affirmative Action Plan for 1985-1995, which was *Placed on File*.

Placed on File -- NOTIFICATION OF ABATEMENT OF TAXES LEVIED
FOR SCHOOL FINANCE AUTHORITY'S GENERAL OBLIGATION
SCHOOL ASSISTANCE BONDS 1980 SERIES C AND D.

Also, a communication and resolution received in the City Clerk's Office from Schiff, Hardin & Waite, attorneys for the Chicago School Finance Authority, concerning an abatement of taxes levied by the Authority for General Obligation School Assistance Bonds, Series C and D 1980, which was *Placed on File*.

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

The City Clerk transmitted the following report received from Ronald D. Picur, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payment printed on page 26030 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on December 30, 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 January 14, 1986, 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 December 30, 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 COPY OF ORDINANCE WITH COUNTY CLERK OF COOK COUNTY.

The City Clerk further informed the City Council that he filed with the County Clerk of Cook County on January 9, 1986, an ordinance passed by the City Council on November 6, 1985, as follows:

Tax Levy for Special Service Area Number Seven (Kedzie Industrial Tract), for Year 1986.

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* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.**

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:

(Continued on page 26031)

PERSONAL SERVICES PAID BY VOUCHER FOR DECEMBER 1985

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	Settlement	DEC. 1985
Dawn M. Dow	4414 N. Menard	Fire	Fireman	100	\$ 389.52	Settlement	\$ 389.52
Robert Landers	2618 W. 86	"	"	"	144.84	"	144.84
Kenneth J. Cortesi	4230 W. Haddon	Law	Chief Asst. Corp. Counsel	"	11,994.10	"	11,994.10
Renee Dillard	8040 S. Chmaplain	Mayor's Ofc.	Clerk	"	841.00	"	841.00
James L. Smith	5518 W. Cortland	Police	Policeman	"	10,447.10	B/P	10,447.10
Dale P. Whitmer	4836 N. Melvina	"	"	"	13,602.92	"	13,602.92
Eileen Curran	2741 S. Western	Animal Ctl.	Adm. Serv. Off. I	"	1,037.74	CE	1,037.74
Arthur J. Connolly	6481 N. Caldwell	Fire	Fireman	"	9,156.07	Settlement	9,156.07
William E. Doyle	5859 S. Whipple	"	"	"	6,526.93	"	6,526.93
Lawrence Herhold	3607 W. 114	"	"	"	2,971.84	"	2,971.84
David A. Nelligan	10619 S. Sawyer	"	"	"	6,025.25	"	6,025.25
John Toth	10345 S. Ave F	"	"	"	6,452.60	"	6,452.60
Joseph J. Vaclavik	9621 S. Bell	"	"	"	6,925.51	"	6,925.51
William A. Velman	2420 W. 108	"	"	"	6,526.93	"	6,526.93
Milton, Vallis	9753 S. Ave J	"	"	"	9,894.27	"	9,894.27

(Continued from page 26029)

Matanky Realty Acquisition Corporation -- to classify as a C1-3 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

a line 60.08 feet north of the alley next northwest of North Racine Avenue; the alley next west of North Racine Avenue; a line from a point 99.33 feet northeast of North Clybourn Avenue as measured along the southeast line of the alley next northwest of North Racine Avenue to a point 80.03 feet west of and perpendicular to North Racine Avenue; a line 194.73 feet north of the intersection of North Clybourn Avenue and North Racine Avenue and perpendicular to North Racine Avenue; a line 144.79 feet north of the intersection of North Clybourn Avenue and North Racine Avenue and perpendicular to North Racine Avenue; a line 145.23 feet northwest of the intersection of North Clybourn Avenue and North Racine Avenue and perpendicular to North Clybourn Avenue; and North Clybourn Avenue;

Modern Way Center, Inc. -- to classify as a Business Planned Development instead of an M3-5 Heavy Manufacturing District the area shown on Map No. 10- G bounded by

Private Street Number 2; a line 740 feet east of South Ashland Avenue; West 42nd Street (also known as Private Street Number 3); and South Ashland Avenue;

Northwestern University -- to amend an ordinance passed on July 16, 1975 by addition of following language to Statement No. 6 and Permitted Uses description for Sub Area D, respectively,

In addition to the other uses specified herein, this land may be used for an emergency medical helicopter landing pad to receive injured patients being transported thereto by helicopter.

Bank of Ravenswood, U/T No. 25-4887 -- to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 5-G bounded by

a line 123.92 feet south of and parallel to West Armitage Avenue; North Halsted Street; a line 223.31 feet south of and parallel to West Armitage Avenue; and public alley next west of and parallel to North Halsted Street;

John D. Terzakis -- to classify as a B2-1 Restricted Retail District instead of a B1-2 Local Retail District the area shown on Map No. 8-F bounded by

a line 100 feet south of and parallel to West 31st Street; the alley next east of parallel to South Halsted Street; a line 125 feet south of parallel to West 31st Street; and South Halsted 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:

Allstate Ins. Co. (3) Ollie Allen, Donna Bowling and Walter Thomas, Anderson Zenaida, Andrade Carmen, Avenue Food Mart;

Bandstra Donna Jean, Bonds Willie, Brandess Barbara;

Cadenhead Lafronne, Carazzo Anthony, Career Daine, Ceeslin Rev., Cohen Judith Cristopher, Collins Clarence, Community Gospel Center (2), Cook Mercedes M. et al., Country Mutual Ins. Co. and Doretha Westmoreland, Curcio Theresa;

Davis D. Neel, De Shong Mildred, Drozd Laura M., Dy-Dee Wash Inc.;

Elston Auto Rebuilders, Espiricueta M.;

Fabian Charles V., Fabian Yukiko, Falkner Urma Gene, Firemans Fund Ins. Co. and V. Seng Teaming Co., Flaherty Patricia Jane, Foster Ann;

Gamboa Luis, Garcia Frank, Gorss Jr. Marvin E., Grand Kahn Electric, Inc., Grant John F. (2), Granville Biron, Green Carrie;

Henderson J., Herlihy John J., Honesty Oliver, Hoog Martin, Hooks Benjamin, Horcher Dennis D., Hubbard Dorrie;

J. F. G. Enterprises (2), Janisch Linda L., Jay See Cartage Co. for Joseph Catania, Jones Malachi, Jones Selvin;

Karamaniolas Peter, Klees Electric;

Lawrence William, Lee John F., Lietzow George A., Li Yao En, Lingo Paula Molette, Livermore Michael David;

Machina Jill Maire, Martin & Moffet Electric, Martinez Robert, Mavalanka Anil, Medina Miguel, Mitchell Larry D., Monroe Bertha L., Moore Edna Faye, Moore Exie M., Morgan Edward J.;

Nares Maria, Norwood Mary, Nowakowski Julia;

Osborne Lynn Mary, Owens Noble;

Pagan Ramon, Parkway Bank & Trust Co., Patel Dawod, Perez Amalia, Pinto Edgar, Pitchford David;

Reed Jerome, Regna Miguel, Reinheimer & Fitzgera, Ritter Patti T., Rivera Simon, Rolando Susan E., Rosenthal Larry Andrew;

S & G Buildings (2), Salgado Palmon, Sanchez Joe, Santana Gloria (3), Sarelas James A., Sennett's Stage Inc., Signore Robert A., Simon James, Siner Jonathan Paul, Sladek

Dennis L., Smith Katherine, Smith Paul C., Southland Corporation d/b/a 7-11 Food Stores (4), State Farm Mutual Automobile Insurance Co. for Patricia and Daniel Burns, Stoianof Kolio;

Teninga-Bergstrom, Transamerica Insurance and Julio and Rosa Gurevich, Turner Construction (2);

Veselka Karen Ann;

Washington Jerome, Weingart Mitchell, Wheeler Michael, Wood Scott Gordon, Wynton Laura, Wooten John H.

**CERTIFICATION AS TO AMOUNT OF CITY'S CONTRIBUTION TO
FIREMEN'S ANNUITY AND BENEFIT FUND.**

Also, a communication from Norman S. Holland, Secretary, Retirement Board of the Firemen's Annuity and Benefit Fund, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's contribution for the year 1986, which was *Referred to the Committee on Finance.*

***Referred --* SETTLEMENTS AND SUITS WITH ENTRIES OF
JUDGMENTS AGAINST CITY.**

Also, reports from the Corporation Counsel (filed in the Office of the City Clerk on December 31, 1985) addressed to the City Council (signed by Jennifer Duncan-Brice, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended November, 1985, which were *Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORITY GRANTED FOR REPROGRAMMING OF COMMUNITY
DEVELOPMENT BLOCK GRANT SALVAGE FUNDS TO
YEAR XI BRANCH LIBRARY RENOVATION
PROGRAM.**

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

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

WHEREAS, The Department of Public Works currently has an allocation of \$700,000 from the Year XI Community Development Block Grant for the Lakeview Branch Library Renovation Project; and

WHEREAS, The Commissioner of the Department of Public Works requests additional Community Development Block Grant Funds totaling \$300,000 be allocated to the Year XI Branch Library Renovation Program to provide for a portion of the total cost of renovation of the Lakeview Branch Library at 644 West Belmont Avenue; and

WHEREAS, \$300,000 has been identified as available in salvage funds from prior year Community Development Block Grants; now, therefore,

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

SECTION 1. The sum of \$300,000 be reprogrammed from prior year salvage funds (575-9800) to the Year XI Branch Library Renovation Program (702-8500) with \$25,000 to the Personal Services account (004) and \$275,000 to the Permanent Improvements account (526) designated for the Lakeview Branch Library Renovation Project, activity number 8501.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 40.

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH GOODWILL INDUSTRIES,
INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with Goodwill Industries, Inc., whereby the proceeds of an Urban Development Action Grant will be lent to assist the developers in the rehabilitation of real estate located at 213 North Desplaines Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 40.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed 28 November 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 economic development in the City of Chicago; and

WHEREAS, In response to said application, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-85-AA-17-0210, which provides funds to the City which may be loaned to Goodwill Industries, Incorporated in the amount of \$162,500, for the rehabilitation of a building located at 215 North Desplaines, Chicago, which will create expanded employment opportunities in the City of Chicago; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago is authorized to enter into and execute, on behalf of the City, a Redevelopment Agreement by which the City will, upon the granting of sufficient security, lend \$162,500 to Goodwill Industries, Incorporated for the purpose of rehabilitating a building at 215 North Desplaines, Chicago, Illinois, said facility to be used as executive offices for Goodwill Industries, Incorporated, and a training center; and which Redevelopment Agreement obligates Goodwill Industries, Incorporated commence and complete the aforementioned project by expending approximately \$1,016,379 in private funds; and further obligates Goodwill Industries, Incorporated to use its best efforts to create 46 new, permanent job opportunities as set forth in the Urban Development Action Grant to the City.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Urban Development Action Grant Number B-85-AA-17-0210, and the Redevelopment Agreement, said Redevelopment Agreement being substantially in 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:

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 Planning ("Planning"), having its offices at City Hall, Room 1000, 121 North La Salle Street, Chicago, Illinois 60602, and Goodwill Industries, Incorporated, an Illinois not-for-profit corporation with principal offices at 215 North Desplaines Street, Chicago, Illinois 60606 ("Borrower").

Witnesseth:

Whereas, Planning has as its primary purpose the planning and implementation of development projects in the central core of the City creating, among other things, additional employment opportunities and increased financial activity in the City; and

Whereas, it is the intention of Borrower to acquire and rehabilitate a facility at 213 North Desplaines Street, Chicago, Illinois 60606, to be used as executive offices and a training center will allow Borrower to create new employment opportunities; and

Whereas, Planning 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 rehabilitation by Borrower 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-85-AA-17- 0210 (the "U.D.A.G. Grant"), which provides that \$162,500 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 "Bond Purchaser" shall mean American National Bank and Trust Company of Chicago.

1.02 "Borrower's Obligations" shall mean all the 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).

1.03 "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.

1.04 "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 Exhibit C of this Agreement, as security for the Loan.

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

1.06 "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.

1.07 "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.

1.08 "Property" shall mean that certain real estate located at 215 North Desplaines, Chicago, Illinois 60606, and all buildings, facilities, structures and fixtures now existing or hereafter erected thereon.

1.09 "Project" shall mean all activities of Borrower in rehabilitating the Property using the proceeds of the Loan or Other Indebtedness.

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

1.11 "Senior Lender" shall mean Bond Purchaser.

1.12 "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 to perform its obligations under such loans.

1.13 "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B-85- AA-17-0210 and dated August 6, 1985, between the Secretary of Housing and Urban Development and the City.

Section II. Consideration.

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

Section III. Loan.

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

Section IV. Borrower's Covenants.

Borrower warrants, represents and covenants to City, as follows:

4.01 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 may be in effect from time to time during the term of this Agreement.

4.02 (a) Borrower is now and at all times hereafter, an Illinois not-for-profit 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 Paragraph 8.3 and Exhibits B and C 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.

4.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 4.03.

4.04 except as permitted under Paragraph 8.3 and Exhibits B and C 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.

4.05 Borrower shall, except as permitted by Paragraph 8.4 hereof, 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.

4.06 Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, and certified to by the chief executive officer of Borrower. Within 120 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.

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

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

4.09 Borrower shall use its best efforts to create or cause to be created in connection with utilization of the Property, within 48 months after the date of preliminary approval of the

U.D.A.G. Grant Agreement, 46 permanent jobs, of which 22 will be for low and moderate income persons, 28 will be for C.E.T.A.- eligible persons, and 35 will be for minority persons.

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

4.11 Borrower 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.

4.12 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 Its Sole Risk, If The United States Department Of Housing And Urban Development Should Later Withdraw The U.D.A.G. Grant Fund.

4.13 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.

4.14 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.

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

5.02 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.

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

Section VI. Certificate of Completion.

Promptly after completion by Borrower of each portion of the Project, the City will 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 Borrower with a written statement indicating in adequate detail how Borrower has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Borrower to make or perform in order to obtain such certification.

Section VII. Restrictions on Use.

During the term of the Loan, Developer shall devote the Property solely for purposes of its executive offices and as a training facility.

Section VIII. Permitted Liens.

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

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

8.03 Subject to the provisions of Paragraph 8.04 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 Borrower or the Project; (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 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), 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 Borrower's ordinary course of business, upon the prior written consent of the City, which consent will not be unreasonably withheld.

8.04 Borrower 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 \$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 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 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) 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, Borrower or any guarantor or surety for Borrower, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (e) a default of any Senior Financing. If a monetary default 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, 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 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 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 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 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 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 Borrower's right of redemption in satisfaction of Borrower'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 Borrower 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 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 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 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 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 Borrower's equity of at least \$316,379 shall not cause an acceleration of the Loan under this Agreement.

Section XII. General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of Borrower shall bind its

successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by Borrower.

(b) All rights of City to and under this Agreement and in and to the U.D.A.G. Collateral shall pass to and may be exercised by any assignee thereof. Borrower agrees that if City gives notice to Borrower of an assignment of said rights, upon such notice, the liability of Borrower to the assignee shall be immediate and absolute. Borrower 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 owed 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 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.

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

14.01 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.

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

14.03 Borrower will include the provisions of subsections 14.01 and 14.02 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.

14.04 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 XV. Utilization of Minority and Women Business Enterprises.

15.01 Pursuant to Executive Order 85-2, issued by the Mayor of the City on April 3, 1985, and 24 C.F.R. 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 MBE, and not less than 5% of the total dollar value of the Loan with one or more certified WBE.

15.02 Borrower's MBE/WBE commitments may be met by: (i) contracting or subcontracting a portion of the work on the Project to one or more MBE or WBE; (ii) purchases of materials used in completing the Project from one or more MBE or WBE; 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 MBE and WBE 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

15.03 (a) MBE and WBE 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 MBE or WBE 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 MBE or WBE requires capabilities and/or expertise not possessed by an existing certified MBE or WBE. Certifications or re-certifications shall be effective for one calendar year from 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 as set forth in Paragraph 17.02.

15.04 The City endorses the participation of joint ventures in meeting the commitments of the Section XVII. However, in joint ventures with any MBE or WBE, 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.

15.05 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 MBE/WBE 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.

15.06 Borrower agrees to report to the Purchasing Agent on all expenditures related to the Loan made to achieve compliance with MBE/WBE requirements. Such reports shall include, but shall not be limited to the name and business address of each MBE and WBE 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 XV.

Section XVI. No Assignment or Succession.

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

Section XVII. 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 XVIII. 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 XIX. Limitation of Liability.

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

Section XX. Time of the Essence.

Time is of the essence of this Agreement.

Section XXI. Additional Provisions.

21.01 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 Developer by the City.

21.02 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 Planning
Room 1000, City Hall
121 North La Salle Street
Chicago, Illinois 60602
Attention: Commissioner

If to Borrower:

Goodwill Industries, Incorporated
213 North Desplaines Street
Chicago, Illinois 60606

With Copies to:

City of Chicago
c/o Department of Law
City Hall -- Room 511
Chicago, Illinois 60602
Attention: Corporation Counsel

and

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

21.03 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.

21.04 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 \$162,500 of Grant Funds for rehabilitation by Borrower of the Project;

(b) City shall issue an industrial development bond in an amount not less than \$700,000.

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 for a total cost of not less than \$1,178,879;

(b) Borrower shall provide at least \$316,379 of cash equity for development costs.

(c) Borrower shall borrow from the Bond Purchaser at least \$700,000 for the acquisition, rehabilitation 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 \$162,500.

(b) Interest at the rate of 3% per annum shall be accrued on all U.D.A.G. Grant funds drawn down from time to time by Borrower, which accrued amount shall be added to the principal balance upon completion of construction to form a revised principal balance.

(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 2 February 1986, and shall continue for a period of 12 months from said initial disbursement, but in any event ending no later than 1 February 1987.

(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 it 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. lender's 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 \$700,000;

(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 U.D.A.G. eligible items, and is in the ratio of Loan funds to Private funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics' Liens and 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 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 \$5.21 of private funds expended by Borrower for the Project. Thus for every \$6.21 of private funds expended on the Project, Borrower is entitled to \$1.00 of Loan funds for eligible Project costs (defined as costs set forth in Column 1 of Exhibit D of the Grant Agreement);

(bb) There shall be no disbursement of any Loan funds until Borrower has acquired the Property for the sum of \$750,000;

(cc) 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, 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, Borrower and the City, all remaining holdback shall be released to Borrower.

2. Permanent Loan.

(a) The permanent loan shall be \$162,500, and shall bear interest at 3% per annum.

(b) The term of the loan shall be 10 years commencing upon substantial completion of construction but in no event later than 1 February 1987.

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

(i) Payments of all principal balances shall be deferred; and interest shall be accrued and deferred, which accrued amount shall be added to the principal balance each year the Loan remains outstanding.

(ii) On or before the 12th month of the final year of the Loan, Borrower shall make a single balloon payment in an amount sufficient to pay in full, the principal balance outstanding, together with any and all interest accrued thereon, and any late charges, and attorney's fees, if placed with an attorney for collection.

4. Prepayment of Loan. The Loan may be prepaid at any time without premium or penalty.

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 \$700,000.

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 and repayment of the Loan shall be unconditionally guaranteed by Borrower.

Exhibit D

To Redevelopment Agreement.

1. City shall loan the sum of \$162,500 to Borrower for the purpose of rehabilitation of the Property.
2. The Senior Lender shall loan at least \$700,000 to Borrower for the purpose of acquisition and rehabilitation of the Property.
4. Borrower shall provide not less than \$316,379 in equity funds for rehabilitation of the 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. Not less than fifteen (15) days prior to the initiation of any construction activities the Borrower shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form H.U.D.-1421 (6-75) or equivalent.
3. Not less than 30 days prior to the issuance of any contracts or sub- contracts for construction, materials, supplies or services, Borrower shall provide information regarding M.B.E. and W.B.E activities as set forth in Section XVI of this Agreement.

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

- a. Upon the 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.
- b. From and after the initiation of any construction activities through the final disbursement of the Loan, 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.
- c. All of the above information is due weekly. The cure period shall be two weeks.

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH JEFFERSON PARTNERS FOR
PREMISES LOCATED AT 217 NORTH
JEFFERSON STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with Jefferson Partners, whereby the proceeds of an urban development action grant will be lent to assist the developers in the rehabilitation of real estate located at 217 North Jefferson Street, in the amount of \$400,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 40.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed 27 March 1985, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote economic development in the City of Chicago; and

WHEREAS, In response to said application, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-85-AA-17-0218, which provides funds to the City which may be loaned to American National Bank and Trust Company of Chicago, as Trustee, the sole beneficiary of which is Jefferson Partners, an Illinois limited partnership, in the amount of \$400,000, for the renovation of a 6-story building located at 217 North Jefferson, Chicago, Illinois, which will create expanded employment opportunities in the City; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago is authorized to enter into and execute, on behalf of the City, a Redevelopment Agreement by which the City will, upon the granting of sufficient security, lend \$400,000 to American National Bank and Trust Company of Chicago for the purpose of renovating a 6-story building located at 217 North Jefferson, Chicago, Illinois, into an office building; and which Redevelopment Agreement obligates the sole beneficiary of the aforesaid trust, Jefferson Partners, an Illinois limited partnership to commence and complete the aforementioned project by expending approximately \$3,703,120 in private funds; and further obligates Jefferson Partners to use its best efforts to create 66 new, permanent jobs opportunities as set forth in the Urban Development Action Grant to the City.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Urban Development Action Grant Number B-85-AA-17-0218, and the Redevelopment Agreement, said Redevelopment Agreement being substantially in 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:

*Urban Development Action Grant
Redevelopment Agreement.*

Agreement made in Chicago, Illinois, as of the _____ day of _____, 1985, between the City of Chicago, Illinois (the "City"), by and through the Department of Planning ("Planning"), having its offices at 121 N. LaSalle St., Chicago, Illinois 60602; and American National Bank and Trust Company of Chicago, not individually but as Trustee under Trust No. 63070 dated May 5, 1978 ("Borrower"), the sole beneficiary of which is Jefferson Partners, an Illinois limited partnership, having its principal offices at 727 North Hudson Street, Suite 203, Chicago, Illinois 60610 ("Developer").

Witnesseth:

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

Whereas, it is the intention of Borrower and Developer to acquire and rehabilitate a facility at 217 North Jefferson Street, Chicago, Illinois, as an office building which will allow Developer to create new employment opportunities; and

Whereas, the Department of Planning of the City of Chicago has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the acquisition by Borrower and 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-85-AA-17- 0218 (the "U.D.A.G. Grant") which provides that \$400,000 may be loaned by the City to Borrower; and

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

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

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

- 1.01 "Additional Collateral" shall mean all personalty of the Project.
- 1.02 "Construction Lender" shall mean First Wisconsin National Bank of Milwaukee.
- 1.03 "Permanent Lender" shall mean First Wisconsin National Bank of Milwaukee.
- 1.04 "Project" shall mean the acquisition and renovation of a 6 story, 60,500 square foot building for use as retail and office space, and construction of 44 parking places on a ground level parking lot.
- 1.05 "Property" shall mean the land, buildings and fixtures located at 217 North Jefferson Street, Chicago, Illinois.
- 1.06 "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.
- 1.07 "Senior Financing" shall mean the loans of the Construction Lender, Permanent Lender or permitted replacement of the latter, plus accrued and unpaid interest, plus additional amounts actually advanced upon a failure of Borrower to perform its obligations under such loans.
- 1.08 "U.D.A.G. Collateral" shall mean the land and building and personal assets comprising the Project.
- 1.09 "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B-85- AA-17-0218 and dated July 18, 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 and Developer Covenants.

4.01 Developer shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.02 Developer shall use its best efforts to 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, 139 permanent jobs, of which 20 will be for low and moderate income persons, 20 will be for C.E.T.A.-eligible persons, and 33 will be for minority persons.

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

4.04 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.

4.05 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 Developer Prior To Said R.O.F. Shall Be At Developer's Sole Risk, If The United States Department Of Housing And Urban Development Should Later Withdraw The U.D.A.G. Grant Fund.

4.06 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.

5.01 Books and Records. 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 or in part, with proceeds of Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

5.02 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.

5.03 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 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 five (5) days of a request for such certification by Developer, the City shall, within thirty (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 the purposes of conducting its business.

Section VIII. Other Security Interests.

8.01 During the term of the Loan, Borrower and 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.

8.02 Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the U.D.A.G. Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the U.D.A.G. Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Borrower and 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.

Section IX. Events of Default.

Borrower and Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower 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 Collateral; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower or Developer or any guarantor or surety for Borrower or Developer, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (e) a default of any Senior Financing. If a monetary default shall have occurred and shall continue for ten (10) days, the City without obligation

to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred the City shall send notice to Borrower and Developer of such default. If such default is not cured within sixty (60) days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such sixty (60) day period and if Borrower or Developer has commenced efforts to cure then the time to cure shall be extended so long as it diligently continues to cure such default (herein referred to as the "Cure Period"); provided, however, in the case of a default under the Senior Financing, the cure period granted therein shall be the Cure Period under this Agreement.

Section X. Remedies.

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

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

Upon a sale, partial sale, refinancing (except a Permitted Refinancing as defined below) or syndication of the Project, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys or collection fees due and owing, at the sole option of the City, and upon written demand to Borrower by City, become immediately due and payable; however, a take-out of the Construction Lender by the Permanent Lender or a permitted replacement of the Permanent Lender shall be a Permitted Refinancing under this Agreement. A refinancing in an amount in excess of the Senior Financing shall be a Permitted Refinancing under this Agreement provided that the aggregate of the City's loan and the Senior Financing shall not exceed the then fair market value of the Project pursuant to M.A.I. appraisal (and such replacement Senior Financing entity is not disqualified from participating in H.U.D.-assisted projects under applicable H.U.D. regulations); and provided further that a syndication for purposes of raising Developer's equity of a least \$703,120 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 (its) (their) heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by (both) Borrower (and Developer).

(b) All rights of City to and under this Agreement and in and to the 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 or 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 Borrower or Developer shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

Section XIII. Housing and Urban Development Approval.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material," for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, 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:

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

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

14.03 Developer will include the provisions of subsections 14.01 and 14.02 of this Section XIV in every contract, and will require the inclusion of the 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.

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

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

Section XV. No Assignment or Succession.

No transfer of Loan funds by the City to Borrower shall be or deemed to be, an assignment of U.D.A.G. Grant funds, and neither Borrower nor Developer shall 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 of the City.

Section XVII. Conflict of Interest.

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

Section XVIII. Limitation of Liability.

Borrower and Developer expressly agree 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.

20.01 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.

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

If to City:

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

If to Borrower (or Developer):

Jefferson Partners
727 North Hudson, Suite 203
Chicago, Illinois 60610
Attention: George Thrush

With a Cop(y) (ies) to:

American National Bank
and Trust Company of
Chicago
33 North LaSalle Street
Chicago, Illinois 60602
Attn: Land Trust Department

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

20.03 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, 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.]

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 \$400,000 of Grant Funds for renovation by Developer of 217 North Jefferson.

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 renovate and construct the Property and develop the Project for a total cost of not less than \$4,773,120.

(b) Developer shall provide at least \$703,120 of cash equity for development costs.

(c) Borrower shall borrow from the Construction Lender at least \$3,670,000 for the acquisition, renovation and development of the Property.

(d) Borrower shall execute an agreement with the Permanent Lender to replace the Construction Lender loan with a permanent loan of not less than \$3,670,000.

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 \$400,000.

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

(c) The construction period will commence upon the initial disbursement of the U.D.A.G. Grant funds to Borrower and shall continue for a period of 24 months from said initial disbursement, but shall be completed in no event later than November 15, 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 titled 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 Construction Lender and subsequent take-out Permanent Lender to secure a loan in an amount not to exceed \$3,670,000 and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest therein in favor of the Permanent Lender.

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as lost payee. Said policies shall be in amount(s) equal to the replacement value of the completed Project and shall provide that not less than 30 days prior written notice of cancellation shall be provided to the City.

(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 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 (ff) below;

(bb) Original executed Waivers of Mechanics Liens, 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;

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

(ff) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of U.D.A.G. Grant funds for every \$9.25 of private funds expended by Borrower and Developer for the Project.

(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) 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.

(bb) After 50% of the Project is completed pursuant to Paragraph (a) 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, 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 enlarged principal balance of the construction period loan.

(b) The term of the loan shall be coterminous with the Senior Financing, but in any event not less than 5 years commencing upon substantial completion of construction but in no event later than November 15, 1987.

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

(i) For years 1 through 4, payments of the enlarged 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 enlarged principal balance at the end of each calendar year to form a:

(aa) revised principal balance A at the end of year 1;

(bb) revised principal balance B at the end of year 2;

(cc) revised principal balance C at the end of year 3;

(dd) revised principal balance D at the end of year 4;

(ii) For years 5 through 13, equal monthly payments of the revised principal balance and simple interest thereon at 5% per annum based upon a 24 year amortization schedule;

(iii) Unless Borrower can extend the term of the Senior Financing or can find a suitable replacement for the Senior Financing, Borrower shall make one final balloon payment in year 5, of the remaining unpaid revised principal balance plus all accrued and unpaid interest thereon. In no event will the final balloon payment be deferred past year ten.

(d) Additional interest ("Additional Interest") shall be paid by Borrower to City as follows:

(i) After Developer has received the lesser of a 13% annual cumulative return on equity ("Return on Equity"), it shall pay the City on an annual basis 30% of the Net Cash Flow (defined as all operating revenues less debt service on the Senior Financing and City's loan and other permitted financing; real estate taxes; reasonable and customary operating expenses; management fees up to a maximum of 5% of gross revenues; and without deduction for depreciation or extraordinary capital improvements). Equity, as used herein shall be defined as all cash and recourse notes contributed to the Project by the Developer as capital through six months after substantial completion of the Project.

(ii) Upon the sale or partial sale of the Project during the term of the Loan, 25% of net sales proceeds (defined as gross sale price less Developer's equity, payoff of the then existing Senior Financing and City loans, and usual and customary costs of sale).

(iii) Upon a refinancing for any reason other than pursuant to a "call" provision of Senior Financing, 25% net refinancing proceeds (defined as the gross amount of the refinancing less the then principal balance of the refinanced loan and usual and customary costs of refinancing). Notwithstanding anything contained herein, a "rollover" or "take-out" of the loan of the Construction Lender into the loan of the Permanent Lender (or a replacement permanent lender), shall not be deemed to be a Refinancing under the terms of this Agreement provided, however, (aa) any such new permanent lender shall not be disqualified from participating in H.U.D.-assisted projects under applicable H.U.D. regulations and (bb) the loan of the Permanent Lender or permitted replacement thereof shall not exceed \$3,670,000, except as set forth in Section XI of this Agreement, and without the prior written approval of the City and H.U.D.

(iv) Developer or Borrower, as the case may be, shall (a) pursuant to Paragraph (d)(i) above, 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 accountant, in accordance with Generally Accepted Accounting Principles, consistently applied, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor; (b) and pursuant to Paragraph (d)(ii) above, submit to City within 5 working days of closing transaction, a statement prepared by a certified public accountant, prepared in accordance with Generally Accepted Accounting Principles, consistently applied, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor.

(e) In addition, the City shall be entitled to 50% of Excess Syndication Proceeds of the Developer. Excess Syndication Proceeds is herein defined as the amount of net syndication proceeds received from (i) Developer's commitment(s) for syndication subsequent to execution of this Agreement which amount is not required to complete the project; or (bb) from any syndication after substantial completion of the Project remaining after pay-off of Developer's Equity plus usual and customary costs of syndication plus a 13% return on said equity.

3. Prepayment of Loan. Prepayment may occur at any time without penalty or additional interest prior to the first year in which the City participates in cash flow as outlined in Paragraph (di) above. Beginning with the first year in which the City participates in cash flow, a prepayment premium equal to 8% of the outstanding balance on the U.D.A.G. loan shall be due to the City. The prepayment premium will be reduced by 3/4% each year after the first year of City participation.

4. 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 in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage of the Construction Lender in an amount not to exceed \$3,670,000 for construction, and when made, to the first mortgage of the Permanent Lender upon its take-out of the Construction Lender in an amount not less than \$3,670,000.

2. A grant of security interest in all personal assets of the Project, subordinated only to an interest granted the Construction Lender, and when made to the interest of the Permanent Lender.

3. The completion of the Project shall be unconditionally guaranteed by Developer, and repayment of the Loan shall be guaranteed by Developer 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 \$400,000 to Borrower for the purpose of renovation of the Property.

2. The Construction Lender shall loan at least \$3,670,000 to Borrower for the purpose of acquisition and renovation of the Property.

3. Permanent Lender shall take out the Construction Lender's loan with a permanent loan in an amount not less than \$3,670,000.

4. Developer shall provide not less than \$702,120 in equity funds for renovation 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 commencement date of renovation as defined in the Grant Agreement between the City and H.U.D., 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 commencement date of renovation as defined in the Grant Agreement between the City and H.U.D., 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 H.U.D.-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 the commencement date of renovation as defined in the Grant Agreement between the City and H.U.D., 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.

2. From and after the commencement date of renovation as defined in the Grant Agreement between the City and H.U.D., 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 JEFFERSON PARTNERS
FOR PROPERTY AT 216 SOUTH
JEFFERSON STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement with Jefferson Partners, whereby the proceeds of an Urban Development Action Grant will be lent to assist the developers in the rehabilitation of real estate located at 216 South Jefferson Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 40.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed 27 March, 1985, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote economic development in the City of Chicago; and

WHEREAS, In response to said application, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-85-AA-17-0216, which provides funds to the City which may be loaned to American National Bank and Trust Company of Chicago, as Trustee, the sole beneficiary of which is Jefferson Partners, an Illinois limited partnership, in the amount of \$200,000, for the renovation of a 6-story building located at 216 South Jefferson, Chicago, which will create expanded employment opportunities in the City; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago is authorized to enter into and execute, on behalf of the City, a Redevelopment Agreement by which the City will, upon the granting of sufficient security, lend \$200,000 to American National Bank and Trust Company of Chicago, as Trustee, for the purpose of renovating a 6-story building located at 216 South Jefferson, Chicago, into an office and retail store facility; and which Redevelopment Agreement obligates Jefferson Partners, an Illinois limited partnership (the sole beneficiary of the aforesaid trust), to commence and complete the aforementioned project by expending approximately \$3,477,000 in private funds; and further obligates Jefferson Partners to use its best efforts to create 60 new, permanent job opportunities as set forth in the Urban Development Action Grant.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Urban Development Action Grant Number B-85-AA-17-0216, and the Redevelopment Agreement, said Redevelopment Agreement being substantially in 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:

*Urban Development Action Grant
Redevelopment Agreement.*

Agreement made in Chicago, Illinois, as of the _____ day of _____, 1985, between the City of Chicago, Illinois (the "City"), by and through the Department of Planning ("Planning"), having its offices at 121 N. LaSalle Street, Chicago, Illinois 60602; and American National Bank and Trust Company of Chicago, not individually but as Trustee under Trust No. 48638 dated May 5, 1978 ("Borrower"), the sole beneficiary of which is Jefferson Partners, an Illinois limited partnership, having its principal offices at 727 North Hudson Street, Suite 203, Chicago, Illinois 60610 ("Developer").

Witnesseth:

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

Whereas, it is the intention of Borrower and Developer to acquire and rehabilitate a facility at 216 South Jefferson Street, Chicago, Illinois, as an office building which will allow Developer to create new employment opportunities; and

Whereas, the Department of Planning of the City of Chicago has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the acquisition by Borrower and 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-85-AA-17- 0216 (the "U.D.A.G. Grant") which provides that \$200,000 may be loaned by the City to Borrower; and

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

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

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

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

1.02 "Construction Lender" shall mean First Wisconsin National Bank of Milwaukee.

1.03 "Permanent Lender" shall mean First Wisconsin National Bank of Milwaukee.

1.04 "Project" shall mean the acquisition and renovation of a 6 story, 54,400 square foot building for use as a retail/office complex.

1.05 "Property" shall mean the land, buildings and fixtures located at 216 South Jefferson Street, Chicago, Illinois.

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

1.07 "Senior Financing" shall mean the loans of the Construction Lender, Permanent Lender or permitted replacement of the latter, plus accrued and unpaid interest, plus additional amounts actually advanced upon a failure of Borrower to perform its obligations under such loans.

1.08 "U.D.A.G. Collateral" shall mean the land and building and personal assets comprising the Project.

1.09 "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B-85- AA-17-0216 and dated July 17, 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 and Developer Covenants.

4.01 Developer shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.02 Developer shall use its best efforts to cause to be created in connection with tenant occupancy and utilization of the Property, within 31 months after the date of preliminary approval of the U.D.A.G. Grant Agreement, 60 permanent jobs, of which 12 will be for low and moderate income persons, 12 will be for C.E.T.A.-eligible persons and 21 will be for minority persons.

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

4.04 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.

4.05 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 Developer Prior To Said R.O.F. Shall Be At Developer's Sole Risk, If The United States Department Of Housing And Urban Development Should Later Withdraw The U.D.A.G. Grant Fund.

4.06 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.

5.01 Books and Records. 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 Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

5.02 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.

5.03 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 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 five (5) days of a request for such certification by Developer, the City shall, within thirty (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 the purposes of conducting its business.

Section VIII. Other Security Interests.

8.01 During the term of the Loan, Borrower and 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.

8.02 Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the U.D.A.G. Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the U.D.A.G. Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Borrower and 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.

Section IX. Events of Default.

Borrower and Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary

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

Section X. Remedies.

Upon such default (regardless of whether the Code (as defined below) has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City at its option, may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code as adopted from time to time in Illinois ("Code") including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Borrower or Developer can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Borrower or Developer's right of redemption in satisfaction of Borrower or Developer's obligations as provided in the Code. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Property. City may require Borrower or Developer to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Borrower and Developer at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of

(Borrower) (Developer) shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of obligations secured hereby. City will account to Borrower and Developer for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, Borrower or 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 or Developer's obligations remains unsatisfied.

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

Upon a sale, partial sale, refinancing (except a Permitted Refinancing as defined below) or syndication of the Project, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys or collection fees due and owing, at the sole option of the City, and upon written demand to Borrower by City, become immediately due and payable; however, a take-out of the Construction Lender by the Permanent Lender or a permitted replacement of the Permanent Lender shall be a Permitted Refinancing under this Agreement. A refinancing in an amount in excess of the Senior Financing shall be a Permitted Refinancing under this Agreement provided that the aggregate of the City's loan and the Senior Financing shall not exceed the then fair market value of the Project pursuant to M.A.I. appraisal (and such replacement Senior Financing entity is not disqualified from participating in H.U.D.-assisted projects under applicable H.U.D. regulations); and provided further that a syndication for purposes of raising Developer's equity of at least \$477,000 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 (its) (their) heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by (both) Borrower (and Developer).

(b) All rights of City to and under this Agreement and in and to the 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 Borrower or Developer shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

Section XIII. Housing and Urban Development Approval.

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

Section XIV. Equal Employment Opportunity.

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

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

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

14.03 Developer will include the provisions of subsections 14.01 and 14.02 of this Section XIV in every contract, and will require the inclusion of the 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.

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

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

Section XV. No Assignment or Succession.

No transfer of Loan funds by the City to Borrower shall be or deemed to be, an assignment of U.D.A.G. Grant funds, and neither Borrower nor Developer shall succeed to rights, benefits or advantages of the City under the U.D.A.G. Grant, nor attain any rights, privileges, authorities or interests in or under the U.D.A.G. Grant.

Section XVI. Disclaimer of Relationship.

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

Section XVII. Conflict of Interest.

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

Section XVIII. Limitation of Liability.

Borrower and Developer expressly agree 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.

20.01 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.

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

If to City:

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

If to Borrower (or Developer):

Jefferson Partners
727 North Hudson, Suite 203
Chicago, Illinois 60610
Attention: George Thrush

With a Cop(y)(ies) to:

American National Bank and
Trust Company of Chicago

33 North LaSalle Street
Chicago, Illinois 60602
Attention: Land Trust Department

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

20.03 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, 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.]

Exhibit A

To Redevelopment Agreement.

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

(a) City shall lend Borrower \$200,000 of Grant Funds for renovation by Developer of 216 South Jefferson.

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 renovate and construct the Property and develop the Project for a total cost of not less than \$3,677,000.

(b) Developer shall provide at least \$477,000 of cash equity for development costs.

(c) Borrower shall borrow from the Construction Lender at least \$3,000,000 for the acquisition, renovation and development of the Property.

(d) Borrower shall execute an agreement with the Permanent Lender to replace the Construction Lender loan with a permanent loan of not less than \$3,000,000.

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

*Exhibit B**To Redevelopment Agreement.*

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

1. Construction Loan.

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

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

(c) The construction period will commence upon the initial disbursement of the U.D.A.G Grant funds to Borrower and shall continue for a period of 24 months from said initial disbursement, but shall be completed in no event later than November 15, 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 Construction Lender and subsequent take-out, Permanent Lender to secure a loan in an amount not to exceed \$3,000,000, and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest therein in favor of the Permanent Lender.

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as loss payee. Said policies shall be in amount(s) equal to the replacement value of the completed Project and shall provide that not less than 30 days prior written notice of cancellation shall be provided to the City.

(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 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 (ff) below;

(bb) Original executed Waivers of Mechanics Liens, 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;

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

(ff) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of U.D.A.G. Grant funds for every \$17.40 of private funds expended by Borrower and Developer for the Project.

(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) 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.

(bb) After 50% of the Project is completed pursuant to Paragraph (a) 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, 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 enlarged principal balance of the construction period loan.

(b) The term of the loan shall be coterminous with the Senior Financing, but in any event not less than 5 years commencing upon substantial completion of construction but in no event later than November 15, 1987.

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

(i) For years 1 through 5, payments of the enlarged 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 enlarged principal balance at the end of each calendar year to form a:

(aa) revised principal balance A at the end of year 1;

(bb) revised principal balance B at the end of year 2;

(cc) revised principal balance C at the end of year 3;

(dd) revised principal balance D at the end of year 4;

(ee) revised principal balance E at the end of year 5.

(ii) For years 6 through 24, equal monthly payments of the revised principal balance and simple interest thereon at 5% per annum based upon a 25 year amortization schedule;

(iii) Unless Borrower can extend the term of the Senior Financing or can find a suitable replacement for the Senior Financing, Borrower shall make one final balloon payment in year 5, of the remaining unpaid revised principal balance plus all accrued and unpaid interest thereon. In no event will the final balloon payment be deferred past year ten.

(d) Additional Interest ("Additional Interest") shall be paid by Borrower to City as follows:

(i) After Developer has received the lesser of a 13% annual cumulative return on equity ("Return on Equity"), it shall pay the City on an annual basis 30% of the Net Cash Flow (defined as all operating revenues less debt service on the Senior Financing and City's loan and other permitted financing; real estate taxes; reasonable and customary operating expenses; management fees up to a maximum of 5% of gross revenues; and without deduction for depreciation or shall be defined as all cash and recourse notes contributed to the Project by the Developer as capital through six months after substantial completion of the Project.

(ii) Upon the sale or partial sale of the Project during the term of the Loan, 25% of net sales proceeds (defined as gross sale price less Developer's equity, payoff of the then existing Senior Financing and City loans, and usual and customary costs of sale).

(iii) Upon a refinancing for any reason other than pursuant to a "call" provision of Senior Financing, 25% net refinancing proceeds (defined as the gross amount of the

refinancing less the then principal balance of the refinanced loan and usual and customary costs of refinancing). Notwithstanding anything contained herein, a "rollover" or "take-out" of the loan of the Construction Lender into the loan of the Permanent Lender (or a replacement permanent lender), shall not be deemed to be a Refinancing under the terms of this Agreement provided, however, (aa) any such new permanent lender shall not be disqualified from participating in H.U.D.- assisted projects under applicable H.U.D. regulations and (bb) the loan of the Permanent Lender or permitted replacement thereof shall not exceed \$3,000,000; except as set forth in Section XI of this Agreement, and without the prior written approval of the City and H.U.D.

(iv) Developer or Borrower, as the case may be, shall (a) pursuant to Paragraph (d)(i) above, 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 accountant, in accordance with Generally Accepted Accounting Principles, consistently applied, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor; (b) and pursuant to Paragraph (d)(ii) 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 Principles, consistently applied, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor.

(e) In addition, the City shall be entitled to 50% of Excess Syndication Proceeds of the Developer. Excess Syndication Proceeds is herein defined as the amount of net syndication proceeds received from (i) Developer's commitment(s) for syndication subsequent to execution of this agreement which amount is not required to complete the project; or (bb) from any syndication after substantial completion of the Project remaining after pay-off of Developer's Equity plus usual and customary costs of syndication plus a 13% return on said equity.

3. Prepayment of Loan. Prepayment may occur at any time without penalty or additional interest prior to the first year in which the City participates in cash flow as outlined in Paragraph (di) above. Beginning with the first year in which the City participates in cash flow, a prepayment premium equal to 8% of the outstanding balance on the U.D.A.G. loan shall be due to the City. The prepayment premium will be reduced by 3/4% each year after the First year of City participation.

4. 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 in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage of the Construction Lender in an amount not to exceed \$3,000,000 for construction, and when made, to the first mortgage of the Permanent Lender upon its take-out of the Construction Lender in an amount not less than \$3,000,000.

2. A grant of security interest in all personal assests of the Project, subordinated only to an interest granted the Construction Lender, and when made to the interest of the Permanent Lender.

3. The completion of the Project shall be unconditionally guaranteed by Developer, and repayment of the Loan shall be guaranteed by Developer 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 \$200,000 to Borrower for the purpose of renovation of the Property.

2. The Construction Lender shall loan at least \$3,000,000 to Borrower for the purpose of acquisition and renovation of the Property.

3. Permanent Lender shall take out the Construction Lender's loan with a permanent loan in an amount not less than \$3,000,000.

4. Developer shall provide not less than \$477,000 in equity Funds for renovation 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 commencement date of renovation as defined in the Grant Agreement between the City and H.U.D., 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 commencement date of renovation as defined in the Grant Agreement between the City and H.U.D., 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 H.U.D.-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 the commencement date of renovation as defined in the Grant Agreement between the City and H.U.D., 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.

2. From and after the commencement date of renovation as defined in the Grant Agreement between the City and H.U.D., 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 ISSUANCE OF LICENSE FEE
EXEMPTION AND REFUND OF FEES FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.*

The Committee on Finance to which had been referred (February 27, 1985), sundry proposed ordinance and proposed orders transmitted therewith to authorize the issuance of a license fee exemption and refund of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinance and proposed orders.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuller, Orr, Stone -- 40.

Nays -- None.

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

LICENSE FEE EXEMPTION.

Lambs of the Fold Preschool and Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 198___:

Lambs of the Fold Preschool
and Day Care Center
5110 West Diversey Avenue

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

REFUND OF FEES.

Congregation Shaare Likvah.

Ordered, That the City Comptroller is hereby authorized and directed to refund day care license fee, in the amount of \$75.00 for the year April 30, 1984 to April 30, 1985, paid by Congregation Shaare Likvah, 5800 North Kimball Avenue.

Gilbert Purze.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$3,517.25 to Gilbert Purze, 800 North Clark Street, representing payment of Permit No. B-621910, issued December 8, 1982, for the remodeling of existing building at 2356 North Lincoln Avenue, for the reason that work was never started. Construction is proceeding under Permit No. B- 635998 issued December 30, 1983.

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 December 30, 1985, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed 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
Catholic Charities 128 North Desplaines Street	A1-412438 (Elev.)	\$90.00
Lutheran School of Theology 1100 East 55th Street	B1-420280 B1-419462 (Bldg.)	103.50 126.50
Saint Mary of Nazareth Hospital Center 2233 West Division Street	A1-507270 (elev.)	50.00
Vivekananda Vedanta Society 5423 South Hyde Park Boulevard	A1-412670 (Elev.) B1-417623 (Bldg.)	60.00 69.00
Louis A. Weiss Memorial Hospital/Silberman Men's Residence 4600 North Clarendon Avenue	A1-300558 (Elev.)	75.00

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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Orr, Stone -- 40.

Nays -- None.

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE
AGREEMENT FOR STREET IMPROVEMENT OF
PULASKI ROAD AT 1800 NORTH.

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 Pulaski Road under the railroad viaduct (1800 N), described therein, said agreement to be substantially in the following form:

This Agreement, entered into this ____ day of _____, 1985, 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 Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409, 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, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with the improvement of Pulaski Road under the Chicago, Milwaukee, St. Paul and Pacific Railroad Company viaduct (at 1800 North), hereinafter referred to as the "Project" and identified in Paragraph 10 of this Agreement.

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, studies surveys, plans, specifications and estimates of cost for the Project, and to submit same for approval by the State.
2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, which are necessary as part of the "Project"; to perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs and; to cause private utilities to be relocated at no expense to the City or the State.
3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary construction engineering/supervision all in accordance with established procedures of the City and the State.
4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of the Project.
5. To pay any costs in excess of the State's limiting amount, established in Paragraph 8 of this Agreement.

6. To retain all Project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three (3) years after final acceptance.
7. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required of the Illinois Department of Transportation.

Now Be It Therefore Resolved, The State Agrees:

8. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$105,000, described in Paragraph 11, for the improvement upon receipt of billings supported by documentation as required by the State.
9. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the project.

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

10. That said project generally consists of the partial reconstruction (lowering) of Pulaski Road under the Chicago, Milwaukee, St. Paul and Pacific Railroad Company viaduct (at 1800 North) to increase vertical clearance.

The project will include the removal of existing granite paving blocks and rails; the partial replacement of the concrete sub-base; the replacement of deteriorated curbs, gutters and sidewalks; and the replacement of a new bituminous driving surface, pavement markings and street signs.

11. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$96,000
Construction Engineering/Supervision	<u>9,000</u>
TOTAL:	\$105,000

12. 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.
13. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1988.
14. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the

Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 11.

15. 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 40.

Nays -- None.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 26089 thru 26097 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 26098 of this Journal.]

*Placed on File -- APPLICATION FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMIT:*

(Continued on page 26099)

COUNCIL MEETING OF 1/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AHERN	POLICE OFFICER	SEVENTEENTH DISTRICT	9/29/85	25.00
AKERS	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	9/19/85	126.25
AKINS JR	POLICE OFFICER	FOURTH DISTRICT	9/03/85	93.50
ALLISON	POLICE OFFICER	NINTH DISTRICT	8/16/85	113.00
ALSTON	POLICE OFFICER	FOURTH DISTRICT	9/05/85	200.00
ALVARADO	POLICE OFFICER	EIGHTEENTH DISTRICT	9/19/85	137.40
ANCIULIS	POLICE OFFICER	ENFORCEMENT SECTION	9/12/85	117.00
ANDERSON	POLICE OFFICER	SEVENTEENTH DISTRICT	10/08/85	50.00
ANDERSON	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/16/84	113.00
ANDARONE	POLICE OFFICER	NINETEENTH DISTRICT	8/28/85	592.00
ARBUIJO	POLICE OFFICER	FOURTEENTH DISTRICT	7/14/85	401.80
BARUSCH	POLICE OFFICER	ENFORCEMENT SECTION	9/21/85	632.50
BALICE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/20/85	98.10
BANASZKIEWICZ	POLICE OFFICER	FIFTEENTH DISTRICT	9/04/85	772.50
BARNHILL	POLICE OFFICER	TWENTIETH DISTRICT	10/13/85	100.00
BEHNARKIEWICZ	POLICE OFFICER	EIGHTH DISTRICT	10/21/85	561.00
BERETA	POLICE OFFICER	SEVENTH DISTRICT	9/01/85	266.00
BERTHA	POLICE OFFICER	SEVENTH DISTRICT	9/29/85	148.50
RICKLER	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	9/11/85	125.25
BLACKMAN	POLICE OFFICER	THIRD DISTRICT	6/26/85	277.50
ROHLING	POLICE OFFICER	SECOND DISTRICT	10/01/85	148.00
ROKSA	POLICE OFFICER	THIRD DISTRICT	3/24/85	227.45
ROCK	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/05/85	143.10
BOOKER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/09/85	74.00
BORDERS	POLICE OFFICER	FIFTEENTH DISTRICT	9/07/85	147.00
BOYD	POLICE OFFICER	FIFTEENTH DISTRICT	10/31/85	206.00
BOYLE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/18/85	294.00
BRADSHAW	POLICE OFFICER	EIGHTEENTH DISTRICT	9/24/85	96.50
BRAIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/12/85	459.90
BRANDENBURGER	POLICE OFFICER	FIFTEENTH DISTRICT	9/19/85	285.00
BRINKMAN	POLICE OFFICER	FIFTH DISTRICT	9/01/85	93.50
BROOKS	POLICE OFFICER	ENFORCEMENT SECTION	7/24/85	1274.60
BROWN	POLICE OFFICER	THIRD DISTRICT	10/20/85	80.00
BUCKLEY	POLICE OFFICER	SIXTH DISTRICT	10/24/85	31.95
BURDA	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/85	94.80
CALLAGHAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/22/85	83.90
CALLAHAN	POLICE OFFICER	TWELFTH DISTRICT	10/05/85	40.00
CAFERS	POLICE OFFICER	FOURTH DISTRICT	10/24/85	84.85
CARBONE	POLICE OFFICER	EIGHTH DISTRICT	10/17/85	89.75
CARDI	POLICE OFFICER	TWENTIETH DISTRICT	9/07/85	82.00
CARLSON	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/01/85	245.75
CARROLL	POLICE OFFICER	NINTH DISTRICT	10/03/85	139.00
CAVER	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/16/85	93.50
CESARIO	POLICE OFFICER	SEVENTH DISTRICT	9/19/85	40.00
CHANA	POLICE OFFICER	NINETEENTH DISTRICT	5/28/85	440.00
CHICZEWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	459.10
CLODNAN	POLICE OFFICER	ELEVENTH DISTRICT	7/02/85	125.00
COFFEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/02/85	739.50
		SIXTH DISTRICT	9/12/85	102.65

CITY COUNCIL ORDERS
COUNCIL MEETING OF 1/16/86
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
COLUCCI	POLICE OFFICER	FIFTEENTH DISTRICT	8/14/85	200.00
COLUCCI	POLICE OFFICER	FIFTEENTH DISTRICT	9/07/85	191.00
CONLEY	POLICE OFFICER	NINETEENTH DISTRICT	9/15/85	132.00
COOPER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/22/85	13.75
CROSSLEY	POLICE OFFICER	SECOND DISTRICT	9/03/85	237.00
CROWLEY	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	9/19/85	33.75
CRUZ	POLICE OFFICER	RECRUIT TRAINING	9/01/85	423.00
CUNNINGHAM	POLICE OFFICER	NINETEENTH DISTRICT	9/08/85	1469.00
CURYLO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/08/85	72.00
CZUBAK	POLICE OFFICER	ELEVENTH DISTRICT	6/08/85	214.00
DAUKAS	POLICE OFFICER	TENTH DISTRICT	10/24/85	68.00
DEAVILA	POLICE OFFICER	TENTH DISTRICT	10/02/85	76.50
DECKMAN	POLICE OFFICER	FIFTH DISTRICT	10/20/85	153.57
DEFABIO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/06/85	137.75
DEITELHOFF	POLICE OFFICER	FIRST DISTRICT	9/05/85	300.20
DELUCA	POLICE OFFICER	NINTH DISTRICT	9/14/85	61.90
DEVOGLEAR	POLICE OFFICER	TWENTIETH DISTRICT	8/18/85	2303.40
DICKERSON	POLICE OFFICER	SECOND DISTRICT	9/03/85	166.00
DREWNANIS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/11/85	138.00
DROCHNER	POLICE OFFICER	YOUTH DIVISION AREA SIX	9/20/85	157.00
DUBLINSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/19/85	120.00
DVORSKY	POLICE OFFICER	NINETEENTH DISTRICT	2/12/85	131.00
ELIZONDO	POLICE OFFICER	EIGHTEENTH DISTRICT	8/31/85	754.00
EPSTEIN	POLICE OFFICER	NINTH DISTRICT	9/30/85	150.00
ERGISH	POLICE OFFICER	FOURTEENTH DISTRICT	8/28/85	314.00
FABIAN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/29/85	154.00
FAHEY	POLICE OFFICER	FOURTEENTH DISTRICT	8/01/85	70.00
FARRELL	POLICE OFFICER	FOURTEENTH DISTRICT	8/15/85	253.00
FELICIANO	POLICE OFFICER	NINETEENTH DISTRICT	10/05/85	375.00
FELIX	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	8/08/85	8819.36
FELKER	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/29/85	298.75
FERET	POLICE OFFICER	CANINE UNIT	10/26/85	60.00
FEROLD JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/85	975.00
FINUCANE	POLICE OFFICER	ELEVENTH DISTRICT	9/05/85	171.50
FISHER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/30/85	42.00
FLAVIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/19/85	99.40
FLOOD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/30/85	150.00
FLORES	POLICE OFFICER	FOURTEENTH DISTRICT	10/10/85	71.10
FOLLMER	POLICE OFFICER	FOURTEENTH DISTRICT	5/15/85	237.00
FORD	POLICE OFFICER	TWENTIETH DISTRICT	10/17/85	132.00
FRANK	POLICE OFFICER	TWELFTH DISTRICT	8/13/85	161.00
FRANKLIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/29/85	98.50
FRANZEN	POLICE OFFICER	FOURTH DISTRICT	8/22/85	50.50
FRIEL	POLICE OFFICER	TENTH DISTRICT	8/03/85	282.00
FROST	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/11/85	85.00
GAINES	POLICE OFFICER	TRAINING DIVISION	10/17/85	310.00
GASS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/15/85	70.00
GENTILE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/28/85	146.00
	POLICE OFFICER	THIRTEENTH DISTRICT	8/11/85	325.00

1/16/86

REPORTS OF COMMITTEES

26091

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/16/86

REGULAR ORDERS

REPORT TIME 9:20:24
PROGRAM-- FFR070

*****	EMPLOYEE NAME *****	RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DHOBSTON	RONALD P	POLICE OFFICER	SECOND DISTRICT	9/23/85	173.00
GINOZA	THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	8/11/85	174.00
GOC	TIMOTHY	POLICE OFFICER	TWELFTH DISTRICT	9/04/85	42.00
GOLD	DERORAH A	POLICE OFFICER	EIGHTEENTH DISTRICT	9/20/85	120.30
GRIEBAHN	TERRENCE M	POLICE OFFICER	SIXTEENTH DISTRICT	7/15/85	98.50
GRIMM	VICTOR J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/18/85	323.00
GROBARCIK	MARY M	POLICE OFFICER	CRIME LABORATORY DIVISION	9/27/85	136.30
GROSS	CYNTHIA	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	10/23/85	27.50
HANLEY	PATRICK	POLICE OFFICER	MARINE UNIT	9/04/85	98.50
HARRIS	DEWITT	POLICE OFFICER	FIFTH DISTRICT	10/22/85	101.57
HENSON	MICHAEL	POLICE OFFICER	SECOND DISTRICT	9/22/85	77.00
HERR	STEVEN	POLICE OFFICER	SEVENTH DISTRICT	7/24/85	295.00
HICKEY	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/31/85	157.60
HOFBAUER	PATRICK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/31/85	648.00
HOFFMAN	ROBERT L	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/07/85	132.00
HOOGLAND	DANIEL I	POLICE OFFICER	TENTH DISTRICT	8/09/85	242.00
HORWITZ	PETER F	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/27/85	323.00
HUNTER	FREDERIC D	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/13/85	108.00
IPOLITO	WESLEY	POLICE OFFICER	NINETEENTH DISTRICT	3/13/85	219.00
ISABELL	DEBRA A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/06/85	442.00
JACKSON SR	ROY	POLICE OFFICER	TENTH DISTRICT	10/13/85	261.00
JANNICK	ALBERT	POLICE OFFICER	THIRD DISTRICT	8/18/85	447.10
JARMUSZ	KATHLEEN	POLICE OFFICER	THIRTEENTH DISTRICT	9/16/85	214.00
JIMENEZ	DAVID	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/20/85	4506.23
JOHNSON	REINALDO C	POLICE OFFICER	SECOND DISTRICT	7/12/85	19.00
JOHNSON	BRUCE N	POLICE OFFICER	EIGHTH DISTRICT	10/17/85	332.00
JOHNSON	HAROLD F	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	10/12/85	80.00
JOHNSON	RONALD E	POLICE OFFICER	SEVENTH DISTRICT	8/09/85	60.00
JOHNSON	RONALD E	POLICE OFFICER	SEVENTH DISTRICT	7/13/85	143.25
JOHNSON	WILLIE L	POLICE OFFICER	SECOND DISTRICT	10/10/85	79.00
JUGOVICH	JOSEPH J	POLICE OFFICER	SEVENTH DISTRICT	8/12/85	42.20
KACZOR	JAMES F	POLICE OFFICER	FOURTEENTH DISTRICT	10/23/85	338.00
KALINOWSKI	RENEE	POLICE OFFICER	FOURTEENTH DISTRICT	8/28/85	366.05
KANN	RAYMOND K	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	10/24/85	266.10
KAPLAN	DONALD F	POLICE OFFICER	FIFTEENTH DISTRICT	8/21/85	792.50
KAREDES	STEVE	POLICE OFFICER	NINETEENTH DISTRICT	8/13/85	88.00
KARL	CHRIST J.	POLICE OFFICER	EIGHTEENTH DISTRICT	10/23/85	76.00
KELLY	GEORGE N	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	9/17/85	62.00
KELLY	EDWARD J	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/11/85	99.85
KELLY	JAMES M	POLICE OFFICER	FIFTH DISTRICT	8/28/85	142.00
KELLY	ROBERT	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/04/85	164.78
KENNEDY	TIMOTHY J	POLICE OFFICER	SEVENTH DISTRICT	8/31/85	166.00
KENNY	LINDA	POLICE OFFICER	TENTH DISTRICT	9/14/85	299.35
KNITZNER	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	8/13/85	143.00
KOFRON	FRED M	POLICE OFFICER	NINTH DISTRICT	9/16/85	35.00
KONIOR	GERALDINE E	POLICE OFFICER	TENTH DISTRICT	8/12/85	407.50
KOOP	JOHN F	POLICE OFFICER	FIRST DISTRICT	8/03/85	110.00
	EDWARD C	POLICE OFFICER	NINETEENTH DISTRICT	8/30/80	142.50
				9/16/85	66.75

REPORT TIME 9120124
PROGRAM-- PFR070

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KORONKIEWICZ	POLICE OFFICER	EIGHTH DISTRICT	8/06/85	432.00
KRUEGER	POLICE OFFICER	NINTH DISTRICT	8/08/85	327.00
KUERNETH	POLICE OFFICER	FOURTH DISTRICT	8/31/85	57.00
KUMIEGA	PAUL P	THIRD DISTRICT	8/04/84	158.50
KUROWSKI	RENEICT	SEVENTH DISTRICT	8/09/85	663.00
LAFLEUR	WILLIAM	TRAINING DIVISION	5/10/85	13.00
LAMB JR	JAMES M	SECOND DISTRICT	8/30/85	416.00
LANIER	GLENN	GANG CRIMES ENFORCEMENT DIVI91	8/23/85	40.00
LAPINSKI	RAE P	EIGHTH DISTRICT	8/30/85	400.00
LAFFE	MICHAEL K	ELEVENTH DISTRICT	7/24/85	77.00
LAUGHLIN	GEORGE S	NINTH DISTRICT	9/18/85	122.00
LEAHY	MACARTHUR	TENTH DISTRICT	8/10/85	188.00
LEATH	THOMAS D	TWENTIETH DISTRICT	9/11/85	154.40
LECOMTE	JOHN F	SEVENTH DISTRICT	9/24/85	132.00
LENTI	EDWARD	POLICE OFFICER	9/04/85	40.00
LEONARD	ANTHONY	FIFTEENTH DISTRICT	9/15/85	81.50
LEONARD	ANTHONY B	FIFTEENTH DISTRICT	9/09/85	151.50
LEONARD	MICHAEL E	TWENTY-SECOND DISTRICT	9/25/85	75.00
LEYDEN	JAMES C	DETECTIVE DIV AREA 6 ADMINISTR	4/26/85	242.50
LYKINS	THERESA A	RECRUIT TRAINING	9/30/85	179.81
LYNN	TIMOTHY W	FIFTEENTH DISTRICT	9/07/85	476.50
LYONS	JOHN J	FOURTEENTH DISTRICT	9/02/85	276.00
MADISON	SUSAN	SIXTH DISTRICT	8/11/85	184.00
MAHON	GERALD M	DETECTIVE DIV AREA 6 VIOLENT C	8/27/85	135.70
MALONEY	JAMES	FOURTEENTH DISTRICT	9/07/85	50.00
MANNING	MARVIN	INTERSECTION CONTROL UNIT	7/12/85	84.66
MARSHALL	JIMMIE	ELEVENTH DISTRICT	9/29/85	755.75
MARSHALL	SYLVESTER	TWENTY-THIRD DISTRICT	8/21/85	4237.25
MARTINEZ	TONITA L	FIFTH DISTRICT	9/02/85	342.81
MATUSZAK	SALVADOR A	TWELFTH DISTRICT	7/28/85	257.50
MAURER	HAROLD M	NINTH DISTRICT	8/24/85	260.00
MAUROVICH	DEBRA	EIGHTEENTH DISTRICT	9/19/85	171.50
MAZUR	GAYLE D	FOURTEENTH DISTRICT	8/23/85	71.00
MCCARTHY	THOMAS	FOURTEENTH DISTRICT	8/14/85	903.80
MCCARTHY	THOMAS	EIGHTEENTH DISTRICT	9/10/85	1342.50
MCCARTHY	DANIEL J	FOURTH DISTRICT	8/28/85	82.35
MCCOY	H A	PUBLIC HOUSING DIVISION-SOUTH	8/15/85	149.10
MCDONALD	MARGUERITE M	TWENTY-THIRD DISTRICT	9/28/85	55.00
MCKEAG	OTHA U	THIRTEENTH DISTRICT	8/23/85	79.00
MCKENDRICK	KEVIN	FIFTEENTH DISTRICT	8/18/85	64.00
MCKEAN	STEVE L	EIGHTEENTH DISTRICT	9/11/85	414.50
MCSWAIN	PHILLIP R	GANG CRIMES ENFORCEMENT DIVI91	8/27/85	41.40
MESSINA	JAMES L	EIGHTH DISTRICT	8/20/85	760.00
MIAL	JAMES	FIFTEENTH DISTRICT	8/25/85	82.25
MILLER	JEFFERY	SEVENTH DISTRICT	8/28/85	150.00
MITCHELL	PAUL	FOURTEENTH DISTRICT	9/30/85	278.25
	HORACE	TWENTY-FIRST DISTRICT	8/11/85	119.00
	RONALD	TENTH DISTRICT	9/13/85	74.00
		THIRD DISTRICT	8/27/85	170.00

PROGRAM -- PFR070

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/16/86

REGULAR ORDERS

*****	EMPLOYEE NAME *****	RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MITCHELL	DONALD	POLICE OFFICER	THIRD DISTRICT	9/28/85	164.50
MITZELFELD	MICHAEL	POLICE OFFICER	TENTH DISTRICT	8/08/85	15.00
MIZERA	EDWARD D	POLICE OFFICER	ELEVENTH DISTRICT	8/02/85	127.00
MIZERA	EDWARD D	POLICE OFFICER	ELEVENTH DISTRICT	8/16/85	156.50
MIZULA	MARK	POLICE OFFICER	SEVENTEENTH DISTRICT	9/23/85	101.00
MOORE	JAMES F	POLICE OFFICER	FIFTEENTH DISTRICT	8/23/85	288.00
MOORE	KATHLEEN A	POLICE OFFICER	RECRUIT TRAINING	9/20/85	182.00
MURPHY	RALPH J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/19/85	116.00
MURRAY	RICHARD A	POLICE OFFICER	ELEVENTH DISTRICT	8/18/85	105.00
NASH	MARTIN J	POLICE OFFICER	SEVENTEENTH DISTRICT	9/23/85	108.00
NICHOL	THOMAS	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/17/85	787.00
NOLAN	CATHERINE	POLICE OFFICER	NINETEENTH DISTRICT	9/29/85	70.00
NOLAN	THOMAS	POLICE OFFICER	SEVENTH DISTRICT	9/27/85	106.00
NOLAN	TIMOTHY	POLICE OFFICER	SIXTEENTH DISTRICT	9/13/85	45.00
OBRIEN	JOHN	POLICE OFFICER	SECOND DISTRICT	9/09/85	144.00
ODONNELL	PATRICK	POLICE OFFICER	EIGHTEENTH DISTRICT	9/11/85	141.50
ODONNOR	TERENCE M	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	8/28/85	380.00
ODONNELL	FRANCIS J	POLICE OFFICER	NINTH DISTRICT	5/08/85	5306.40
OLSEN	THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	9/13/85	601.00
ONEIL	ARTHUR T	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION B	8/06/85	435.00
OPOLA	WILLIAM	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	8/14/85	150.50
OSULLIVAN	ANTHONY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/02/85	343.50
OVERLAND	MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	8/09/85	385.00
PACIENCO	ROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/17/85	318.00
PALMER	ISRAEL	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/85	64.00
PALUCH	OTTO	POLICE OFFICER	NINTH DISTRICT	8/15/85	58.00
PANEX	JEROME	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	9/05/85	788.00
PARRA	NORBERT	POLICE OFFICER	TENTH DISTRICT	9/30/85	275.23
PARRA	ARTHUR	POLICE OFFICER	TENTH DISTRICT	8/13/85	52.00
PARRA	ARTHUR	POLICE OFFICER	TENTH DISTRICT	9/15/85	94.00
PATTERSON	RONALD	POLICE OFFICER	FOURTH DISTRICT	7/28/85	43.00
PATTON	NATHANIEL	POLICE OFFICER	SEVENTH DISTRICT	7/28/85	462.00
PEARRE	JOHN	POLICE OFFICER	ELEVENTH DISTRICT	5/29/85	94.80
PEKARA	BRENDA A	POLICE OFFICER	RECRUIT TRAINING	9/04/85	671.00
PEKARA	TERENCE P	POLICE OFFICER	EIGHTEENTH DISTRICT	1/17/85	30.00
PETERSON	LEROY	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	9/16/85	94.00
PIENTA	WILLIAM A	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION B	8/17/85	85.00
PITTACORA	ROBERT D	POLICE OFFICER	ELEVENTH DISTRICT	9/28/85	110.00
PITTACORA	JAMES T	POLICE OFFICER	EIGHTEENTH DISTRICT	8/20/85	155.00
PLACEK	JAMES T	POLICE OFFICER	EIGHTEENTH DISTRICT	2/11/85	705.50
POOLE	JOHN R	POLICE OFFICER	SIXTH DISTRICT	2/23/85	10431.80
PRICE	ROBERT B	POLICE OFFICER	THIRD DISTRICT	3/12/85	572.50
FRUITT	NORTHY J	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/31/85	74.70
QUINN	L. Z.	POLICE OFFICER	FIFTEENTH DISTRICT	9/07/85	182.75
RAEBID	BERNARD	POLICE OFFICER	NINTH DISTRICT	8/03/85	11326.50
RAITANO	WILLIAM P	POLICE OFFICER	THIRD DISTRICT	12/10/84	110.00
RAY	JOSEPH B	POLICE OFFICER	FOURTEENTH DISTRICT	9/15/85	114.75
REAGAN	THOMAS J	POLICE OFFICER	FOURTH DISTRICT	9/17/85	365.95
REAGAN	DAVID H	POLICE OFFICER	SIXTH DISTRICT	6/20/85	98.00

REPORT TIME 9:20:24
PROGRAM-- PFR070

CITY COUNCIL ORDERS
COUNCIL MEETING OF 1/16/86
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TERRY	LAWRENCE E	POLICE OFFICER	8/19/85	441.00
THOME	HARRY E	POLICE OFFICER	9/02/85	298.50
THREET	MICHAEL A	POLICE OFFICER	8/31/85	180.10
TIDWELL	SHERMAN	POLICE OFFICER	8/10/85	131.60
TOMASIK	EDWARD C	POLICE OFFICER	8/23/85	644.00
TONAY	FRED	POLICE OFFICER	8/23/85	142.55
TORRES	IGNACIO	POLICE OFFICER	9/29/85	40.00
TOUHY	CATHY A	POLICE OFFICER	9/23/85	164.00
TOVAR	ROBERT H	POLICE OFFICER	9/07/85	89.70
TRZEBNY	JOHN E	POLICE OFFICER	8/21/85	40.00
TUPRON	JAMES	POLICE OFFICER	9/11/85	6463.50
TUNNO	JOSEPH F	POLICE OFFICER	8/08/85	161.00
UDING	BYRON B	POLICE OFFICER	7/29/85	2925.60
URBANIAK	ANTHONY	POLICE OFFICER	1/06/85	755.75
VALENTI	JOHN J	POLICE OFFICER	9/26/85	167.00
VALLES	JESSE B	POLICE OFFICER	9/01/85	58.00
VANHOVE	THOMAS	POLICE OFFICER	9/27/85	538.50
VELEZ	LEO	POLICE OFFICER	9/14/85	159.75
VELLEGAS	JAMES	POLICE OFFICER	8/13/85	109.00
VETH	EDWARD F	POLICE OFFICER	9/21/85	50.00
VIGGIANO	STEVE	POLICE OFFICER	5/26/85	368.80
VITALE	NICK V	POLICE OFFICER	8/06/85	204.50
VITULSKI	DEAN S	POLICE OFFICER	9/27/85	565.50
WALKER	ROY J	POLICE OFFICER	8/30/85	202.00
WALSH	PATRICK	POLICE OFFICER	8/14/85	45.00
WARD	THOMAS E	POLICE OFFICER	9/07/85	60.00
WARNER	JOHN	POLICE OFFICER	9/10/85	80.00
WEBBROOKS	ROBERT J	POLICE OFFICER	9/24/85	206.80
WILLARD	WATSON	POLICE OFFICER	8/24/85	265.85
WILLIAMS	BRUCE T	POLICE OFFICER	9/13/85	39.00
WILLIAMS	CHARLES L	POLICE OFFICER	9/29/85	638.50
WILLIAMSON	DONNIE R	POLICE OFFICER	8/11/85	163.40
WILSON	GREGORY	POLICE OFFICER	3/12/85	122.50
WISE	JEFFREY C	POLICE OFFICER	8/21/85	55.00
WOLVERTON	DAVID	POLICE OFFICER	9/20/85	227.50
WOODS	DONALD J	POLICE OFFICER	8/17/85	207.50
WORTHMAN	MARIE T	POLICE OFFICER	8/29/85	258.20
ZACHARIAS	JOHN	LIEUTENANT	11/23/83	555.00
ZALALIS	PAUL D	POLICE OFFICER	8/25/85	63.80
ZIA	LEE W	POLICE OFFICER	8/11/85	879.60
ALLIND	PAUL G	POLICE OFFICER	8/31/85	357.50
ANDERSON	CRAIG	PARAMEDIC	11/08/84	119.00
BARRY	TODD	PARAMEDIC	7/09/85	92.50
BASURTO	EDWARD	FIREFIGHTER	10/12/85	2734.60
BELLAR	MARKO	FIREFIGHTER	8/05/85	86.75
BLAUL	WILLIAM	CAPTAIN	2/08/85	920.00
BROWN	MICHAEL	FIREFIGHTER	10/30/85	135.00
BUGAJ	LARRY	ENGINEER	1/03/85	137.50
	DEBRA	PARAMEDIC	9/03/85	116.00
		THIRD DISTRICT		
		SIXTH DISTRICT		
		FIRST DISTRICT		
		THIRD DISTRICT		
		FOURTH DISTRICT		
		TWELFTH DISTRICT		
		FIFTEENTH DISTRICT		
		EIGHTEENTH DISTRICT		
		TWENTIETH DISTRICT		
		TWENTY-FIFTH DISTRICT		
		SECOND DISTRICT		
		TWENTY-FIFTH DISTRICT		
		TWELFTH DISTRICT		
		FIFTEENTH DISTRICT		
		TWENTY-THIRD DISTRICT		
		EIGHTEENTH DISTRICT		
		FOURTEENTH DISTRICT		
		GANG CRIMES ENFORCEMENT DIVISI		
		FIRST DISTRICT		
		FIFTEENTH DISTRICT		
		TWENTY-FIFTH DISTRICT		
		EIGHTEENTH DISTRICT		
		TWELFTH DISTRICT		
		GANG CRIMES ENFORCEMENT DIVISI		
		SEVENTH DISTRICT		
		TWENTY-SECOND DISTRICT		
		CHARE SECURITY		
		ENFORCEMENT SECTION		
		YOUTH DIVISION AREA THREE		
		THIRD DISTRICT		
		THIRD DISTRICT		
		THIRD DISTRICT		
		TWENTY-THIRD DISTRICT		
		MAJOR ACCIDENT INVESTIGATION 8		
		ELEVENTH DISTRICT		
		YOUTH DIVISION ADMINISTRATION		
		TWENTY-THIRD DISTRICT		
		TWENTIETH DISTRICT		
		FOURTH DISTRICT		
		MARINE UNIT		
		AMBULANCE 47		
		DISTRICT RELIEF 1		
		TRUCK 37		
		ENGINE COMPANY 68		
		ENGINE COMPANY 47		
		ENGINE COMPANY 56		
		ENGINE COMPANY 60		
		AMBULANCE 47		

1/16/86

REPORTS OF COMMITTEES

26097

REPORT TIME 9:20:24
PROGRAM-- PFR070

CITY COUNCIL ORDERS

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MIULLI	PARAMEDIC	AMBULANCE 15	6/03/85	391.00
MOODY	FIREFIGHTER	ENGINE COMPANY 19	4/24/85	117.50
MORGAN	FIREFIGHTER	ENGINE COMPANY 55	4/22/85	317.40
MORIARTY	FIREFIGHTER	ENGINE COMPANY 98	6/21/85	133.10
ONEILL	PARAMEDIC	AMBULANCE 33	3/28/85	138.50
ORTIZ	FIREFIGHTER	ENGINE COMPANY 76	7/02/85	597.00
RYAN	FIREFIGHTER	TRUCK 48	11/30/84	694.50
SCALONE	FIREFIGHTER	DISTRICT RELIEF 6	3/25/85	157.40
SHELTON	FIREFIGHTER	TRUCK 4	4/30/85	148.00
SINNOTT	CAPTAIN	BATTALION 13	1/30/85	1743.59
SINOFOLI	PARAMEDIC	AMBULANCE 38	7/13/85	694.75
SMITH	FIREFIGHTER	TRUCK 3	8/04/85	361.00
SURANE	LIEUTENANT	DISTRICT RELIEF 6	4/29/84	4204.00
TRACY	LIEUTENANT	DISTRICT RELIEF 5	7/19/85	712.00
VASQUEZ	PARAMEDIC	AMBULANCE 42	9/07/84	25.00
WALKER	FIREFIGHTER	ENGINE COMPANY 122	7/08/85	40.00
WALTERS	FIREFIGHTER	ENGINE COMPANY 11	8/11/85	85.00
WHALEN	LIEUTENANT	TRUCK 33	2/26/85	452.00
WINRUSH	FIREFIGHTER	ENGINE COMPANY 72	7/09/85	390.00
WYNN	FIREFIGHTER	TRUCK 13	8/27/85	867.50

REPORT TIME 9:20124
PROGRAM-- PFR070

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/16/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARRASEVIC	POLICE OFFICER	THIRTEENTH DISTRICT	10/22/85	30.00
ADAMS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/20/85	395.00
BAUMANN	POLICE OFFICER	NINETEENTH DISTRICT	9/11/85	130.00
BERGER	POLICE OFFICER	SIXTEENTH DISTRICT	9/06/85	159.00
BOND	POLICE OFFICER	FOURTEENTH DISTRICT	10/07/85	4360.00
CHESNIAK	POLICE OFFICER	SIXTEENTH DISTRICT	9/18/85	504.50
CLARK	POLICE OFFICER	NINETEENTH DISTRICT	9/11/85	192.00
CZEKALSKI	POLICE OFFICER	ENFORCEMENT SECTION	9/18/85	252.00
DEAN	POLICE OFFICER	SECOND DISTRICT	8/30/85	529.00
DENK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/19/85	159.00
GUEST	POLICE OFFICER	THIRD DISTRICT	12/22/84	507.60
HOLSON	POLICE OFFICER	SEVENTH DISTRICT	8/31/85	366.00
HOLMES	POLICE OFFICER	NINETEENTH DISTRICT	7/13/85	1110.00
IRWIN	POLICE OFFICER	ENFORCEMENT SECTION	9/06/85	187.00
KARDYBALSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	9/05/85	162.50
KLEIN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/12/85	4137.94
LONG	POLICE OFFICER	THIRD DISTRICT	9/25/84	466.00
MARSHALL	POLICE OFFICER	SEVENTEENTH DISTRICT	9/09/85	116.00
MILLER	POLICE OFFICER	SECOND DISTRICT	8/30/85	486.84
OFASINSKY	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/11/85	225.00
ORYAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/14/84	75.00
POLK	POLICE OFFICER	TENTH DISTRICT	5/11/85	325.00
POZUCEK	POLICE OFFICER	NINTH DISTRICT	8/03/85	418.00
RIBS	POLICE OFFICER	ENFORCEMENT SECTION	9/16/85	266.00
RIVERA	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	9/20/85	142.00
ROSELLINI	POLICE OFFICER	ELEVENTH DISTRICT	9/16/85	250.00
ROUBIK	POLICE OFFICER	SEVENTEENTH DISTRICT	9/09/85	152.00
RYAN	POLICE OFFICER	FIFTH DISTRICT	8/06/85	1575.33
SMITH	POLICE OFFICER	THIRTEENTH DISTRICT	3/13/84	30.00
SUNDBERG	POLICE OFFICER	FOURTH DISTRICT	8/18/85	60.30
SWEENEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/01/85	1243.50
TERRELL	POLICE OFFICER	FIFTH DISTRICT	8/06/85	513.20
TINERELLA	POLICE OFFICER	EIGHTH DISTRICT	9/01/85	145.70
TOMALA	POLICE OFFICER	TWENTIETH DISTRICT	8/30/85	70.00
TREACY	POLICE OFFICER	TENTH DISTRICT	9/29/85	804.00
ULURCH	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/01/85	407.10
VANA	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	18630.36
VELEZ	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	8/14/85	132.50
VICARI	POLICE OFFICER	FOURTEENTH DISTRICT	8/12/85	221.00
WILLIAMS	POLICE OFFICER	ENFORCEMENT SECTION	8/01/85	100.60
WILLIAMS	POLICE OFFICER	THIRD DISTRICT	6/29/84	163.00
ZIELINSKI	POLICE OFFICER	THIRD DISTRICT	4/19/84	164.00
JANIA	PARAMEDIC	SIXTEENTH DISTRICT	8/16/85	108.00
		AMBULANCE 37	2/22/85	306.00

(Continued from page 26088)

The Committee on Finance submitted a report recommending that the City Council *Place on File* an application for City of Chicago charitable solicitation (tag day) permit for Easter Seal Society of Metropolitan Chicago, to be held on April 21, 1986 (Chicago Loop).

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

Placed on File -- REPORT OF SETTLEMENTS OF SUITS
AGAINST CITY DURING MONTH OF
OCTOBER, 1985.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication transmitting a list of all cases in which judgments were entered against the City during the month of October, 1985.

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

Action Deferred -- LEVY OF TAXES FOR CITY OF CHICAGO
FOR YEAR 1986.

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

CHICAGO, January 16, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred, an ordinance authorizing the levy of taxes for the City of Chicago for the year 1986, 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.

[Ordinance authorizing the levy of taxes for the City of Chicago is printed
on pages 26100 through 26129 of this Journal.]

TAX LEVY FOR THE YEAR 1986

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The sum of Three Hundred Sixty-eight Million, Five Hundred Eighty-six Thousand, Eight Hundred and Thirty-seven Dollars (\$368,586,837), ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the current year, is hereby levied for the year 1986 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 1986 annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns:

Appropriations for Expenditures for the Fiscal Year
Beginning January 1, 1986 and Ending December 31, 1986

CORPORATE FUND - 100

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
OFFICE OF THE MAYOR			
1110.000	For personal services.....	2,389,636	
1110.100	For contractual services	338,700	
1110.200	For travel	55,500	
1110.300	For commodities	44,500	
1110.400	For equipment	3,000	
	Total for Office of the Mayor	<u>2,831,336</u>	
OFFICE OF MUNICIPAL INVESTIGATIONS			
1120.000	For personal services.....	412,589	
1120.100	For contractual services	73,000	
1120.300	For commodities	49,500	
1120.400	For equipment	1,200	
1120.700	For contingencies	44,400	
	Total for Office of Municipal Investigations	<u>580,689</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>	<u>Amounts</u> <u>Levied</u>
		\$	\$
OFFICE OF BUDGET AND MANAGEMENT			
Budgetary Division			
1140.000	For personal services	1,014,554	
1140.100	For contractual services	75,400	
1140.200	For travel	400	
1140.300	For commodities	9,200	
1140.700	For contingencies	100	
	Total for Budgetary Division	<u>1,099,654</u>	
Data Center			
1150.000	For personal services	5,685,551	
1150.100	For contractual services	4,320,393	
1150.200	For travel	1,200	
1150.300	For commodities	296,300	
1150.400	For equipment	34,300	
	Total for Data Center	<u>10,337,744</u>	
	Total for Office of Budget & Management	<u>11,437,398</u>	
DEPARTMENT OF ECONOMIC DEVELOPMENT			
1170.000	For personal services	573,582	
1170.100	For contractual services	191,900	
1170.200	For travel	36,800	
1170.300	For commodities	33,000	
1170.400	For equipment	5,100	
	Total for Department of Economic Development	<u>840,382</u>	
MAYOR'S OFFICE OF INQUIRY AND INFORMATION			
1180.000	For personal services	701,488	
1180.100	For contractual services	84,500	
1180.200	For travel	1,500	
1180.300	For commodities	11,000	
1180.400	For equipment	2,000	
1180.700	For contingencies	500	
	Total for Mayor's Office of Inquiry and Information	<u>800,988</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
CITY COUNCIL			
1210.000	For personal services	4,679,136	
1210.200	For travel	264,000	
1210.801	Alderman contingent expense allowance ..	900,000	
	For the employment of personnel as needed by the aldermen to perform secretarial, clerical, stenographic, research, investi- gations or other functions expressly related to the office of alderman, not to exceed a maximum of 4080 hours per alderman; provided that no expenditures shall be made from this account for the purposes enumerated unless the Comptroller shall be so authorized in writing by the Chairman of the Committee on		
1210.802	Finance. (204,000 hrs. @ \$6.50h)	1,326,000	
	Total for City Council	7,169,136	
CITY COUNCIL COMMITTEES			
Committee on Finance			
1212.000	For personal services	1,044,822	
1212.100	For contractual services	84,600	
1212.200	For travel	12,050	
1212.300	For commodities	10,800	
1212.700	For contingencies	100	
	Total for Committee on Finance	1,152,372	
Committee on Administration, Reorganization and Personnel			
1220.000	For personal services	98,300	
1220.100	For contractual services	3,500	
1220.200	For travel	250	
1220.300	For commodities	1,250	
	Total for Committee on Administration, Reorganization and Personnel	103,300	
Committee on Aviation			
1222.000	For personal services	79,800	
1222.100	For contractual services	200	
1222.200	For travel	500	
1222.300	For commodities	500	
1222.700	For contingencies	750	
	Total for Committee on Aviation	81,750	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)			
Committee on Beautification and Recreation			
1224.000	For personal services	78,900	
1224.100	For contractual services	500	
1224.300	For commodities	500	
	Total for Committee on Beautification and Recreation	79,900	
Committee on Buildings			
1226.000	For personal services	148,900	
1226.100	For contractual services	12,000	
1226.200	For travel	2,000	
1226.300	For commodities	1,500	
	Total for Committee on Buildings	164,400	
Committee on Cable Television			
1228.000	For personal services	219,000	
1228.100	For contractual services	36,000	
1228.200	For travel	1,000	
1228.300	For commodities	4,000	
1228.700	For contingencies	1,000	
	Total for Committee on Cable Television	261,000	
Committee on Claims and Liabilities			
1230.000	For personal services	50,200	
1230.100	For contractual services	2,000	
1230.200	For travel	1,000	
1230.300	For commodities	1,000	
	Total for Committee on Claims and Liabilities	54,200	
Committee on Committees and Rules			
1232.000	For personal services	110,000	
1232.100	For contractual services	2,000	
1232.300	For commodities	500	
	Total for Committee on Committees and Rules	112,500	
Committee on Cultural Development and Historical Landmarks Preservation			
1234.000	For personal services	74,763	
1234.100	For contractual services	2,500	
1234.200	For travel	500	
1234.300	For commodities	1,000	
1234.700	For contingencies	2,000	
	Total for Committee on Cultural Development and Historical Landmarks Preservation ..	80,763	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (continued)			
Committee on Economic Development			
1236.000	For personal services	79,000	
1236.100	For contractual services	1,000	
1236.200	For travel	100	
1236.300	For commodities	500	
1236.700	For contingencies	1,000	
	Total for Committee on Economic Development	<u>81,600</u>	
Committee on Education			
1238.000	For personal services	81,900	
1238.100	For contractual services	3,000	
1238.200	For travel	800	
1238.700	For contingencies	2,000	
1238.801	Expense in attending Legislative Sessions	<u>1,000</u>	
	Total for Committee on Education	<u>88,700</u>	
Committee on Employment			
1240.000	For personal services	98,300	
1240.100	For contractual services	3,500	
1240.200	For travel	250	
1240.300	For commodities	<u>1,250</u>	
	Total for Committee on Employment	<u>103,300</u>	
Committee on Energy and Environmental Protection			
1242.000	For personal services	58,400	
1242.100	For contractual services	<u>1,500</u>	
	Total for Committee on Energy and Environmental Protection	<u>59,900</u>	
Committee on Health			
1244.000	For personal services	100,000	
1244.100	For contractual services	1,500	
1244.300	For commodities	300	
1244.700	For contingencies	2,000	
1244.801	Expense in attending Legislative Sessions	<u>1,000</u>	
	Total for Committee on Health	<u>104,800</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)			
Committee on Housing and Neighborhood Development			
1246.000	For personal services	89,714	
1246.100	For contractual services	1,500	
1246.200	For travel	1,000	
1246.300	For commodities	300	
1246.700	For contingencies	1,400	
	Total for Committee on Housing and Neighborhood Development	93,914	
Committee on Alcoholism and Substance Abuse			
1247.000	For personal services	53,500	
1247.100	For contractual services	200	
1247.300	For commodities	300	
1247.700	For contingencies	500	
	Total for Committee on Alcoholism and Substance Abuse	54,500	
Committee on Human Rights and Consumer Protection			
1248.000	For personal services	68,600	
1248.100	For contractual services	150	
1248.300	For commodities	2,000	
	Total for Committee on Human Rights and Consumer Protection	70,750	
Committee on Human Services			
1249.000	For personal services	69,900	
1249.100	For contractual services	200	
1249.300	For commodities	300	
1249.700	For contingencies	500	
	Total for Committee on Human Services ..	70,900	
Committee on Intergovernmental Relations			
1250.000	For personal services	81,900	
1250.100	For contractual services	300	
1250.200	For travel	1,000	
1250.300	For commodities	2,000	
1250.700	For contingencies	7,000	
	Total for Committee on Intergovernmental Relations	92,200	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)			
Committee on Land Acquisition and Disposition			
1252.000	For personal services	80,480	
1252.100	For contractual services	100	
1252.300	For commodities	200	
1252.700	For contingencies	1,500	
	Total for Committee on Land Acquisition and Disposition	82,280	
Committee on Leases			
1254.000	For personal services	70,980	
1254.100	For contractual services	1,500	
1254.200	For travel	500	
1254.300	For commodities	500	
1254.700	For contingencies	500	
	Total for Committee on Leases	73,980	
Committee on Licenses			
1256.000	For personal services	112,039	
1256.100	For contractual services	2,000	
1256.200	For travel	200	
1256.300	For commodities	200	
1256.700	For contingencies	500	
	Total for Committee on Licenses	114,939	
Committee on Streets and Alleys			
1258.000	For personal services	115,288	
1258.100	For contractual services	9,600	
1258.300	For commodities	1,000	
1258.700	For contingencies	700	
	Total for Committee on Streets and Alleys	126,588	
Committee on Local Transportation			
1260.000	For personal services	29,844	
	Total for Committee on Local Transportation	29,844	
Committee on Municipal Code Revision			
1262.000	For personal services	96,400	
1262.100	For contractual services	2,000	
1262.200	For travel	250	
1262.300	For commodities	1,000	
1262.700	For contingencies	500	
	Total for Committee on Municipal Code Revision	100,150	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)			
Committee on Police and Fire			
1264.000	For personal services	102,900	
1264.100	For contractual services	1,000	
1264.200	For travel	300	
1264.300	For commodities	1,000	
1264.700	For contingencies	500	
	Total for Committee on Police and Fire .	<u>105,700</u>	
Committee on Ports, Wharves, and Bridges			
1266.000	For personal services	69,900	
1266.100	For contractual services	200	
1266.300	For commodities	300	
1266.700	For contingencies	<u>500</u>	
	Total for Committee on Ports, Wharves, and Bridges	70,900	
Committee on Public Utilities			
1268.000	For personal services	87,700	
1268.100	For contractual services	500	
1268.300	For commodities	200	
1268.700	For contingencies	<u>2,000</u>	
	Total for Committee on Public Utilities	90,400	
Committee on Aging and Disabled			
1269.000	For personal services	53,508	
1269.100	For contractual services	200	
1269.300	For commodities	300	
1269.700	For contingencies	<u>500</u>	
	Total for Committee on Aging and Disabled	54,508	
Committee on Special Events and World's Fair			
1270.000	For personal services	103,600	
1270.100	For contractual services	20,000	
1270.200	For travel	5,000	
1270.300	For commodities	2,000	
1270.700	For contingencies	<u>2,000</u>	
	Total for Committee on Special Events and World's Fair	132,600	
Committee on Municipal Institutions			
1271.000	For personal services	53,500	
1271.100	For contractual services	200	
1271.300	For commodities	300	
1271.700	For contingencies	<u>500</u>	
	Total for Committee on Municipal Institutions	54,500	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)			
Committee on Zoning			
1274.000	For personal services	247,900	
1274.100	For contractual services	5,300	
1274.200	For travel	5,000	
1274.300	For commodities	6,000	
	Total for Committee on Zoning	<u>264,200</u>	
Committee on Public Records and Information			
1275.000	For personal services	53,500	
1275.100	For contractual services	200	
1275.300	For commodities	300	
1275.700	For contingencies	500	
	Total for Committee on Public Records and Information	<u>54,500</u>	
Committee on Animal Treatment and Control			
1276.801	For expenses incurred in the operations of the Committee	<u>54,600</u>	
	Total for Committee on Animal Treatment and Control	54,600	
Committee on Neighborhood and Community Affairs			
1277.000	For personal services	67,700	
1277.100	For contractual services	1,500	
1277.200	For travel	500	
1277.300	For commodities	500	
1277.700	For contingencies	500	
	Total for Committee on Neighborhood and Community Affairs	<u>70,700</u>	
Committee on Community Services			
1278.000	For personal services	69,900	
1278.100	For contractual services	200	
1278.300	For commodities	300	
1278.700	For contingencies	500	
	Total for Committee on Community Services	<u>70,900</u>	
CITY COUNCIL LEGISLATIVE REFERENCE BUREAU			
1280.000	For personal services	235,980	
1280.100	For contractual services	16,000	
1280.200	For travel	6,000	
1280.300	For commodities	3,000	
	Total for City Council Legislative Reference Bureau	<u>260,980</u>	

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
MUNICIPAL REFERENCE LIBRARY			
1290.000	For personal services	550,470	
1290.100	For contractual services	62,600	
1290.200	For travel	200	
1290.300	For commodities	80,000	
1290.400	For equipment	4,300	
	Total for Municipal Reference Library ..	<u>697,570</u>	
DEPARTMENT OF PLANNING			
1310.000	For personal services	2,284,989	
1310.100	For contractual services	454,500	
1310.200	For travel	1,000	
1310.300	For commodities	41,500	
1310.400	For equipment	1,500	
1310.700	For contingencies	1,000	
1310.801	For the City's participation in the Northeastern Illinois Planning Commission	75,000	
	Total for Department of Planning	<u>2,859,489</u>	
DEPARTMENT OF HOUSING			
1330.000	For personal services	414,371	
1330.100	For contractual services	300,700	
1330.200	For travel	400	
1330.300	For commodities	6,550	
1330.400	For equipment	700	
1330.700	For contingencies	1,000	
	Total for Department of Housing	<u>723,721</u>	
DEPARTMENT OF CULTURAL AFFAIRS			
Office of Fine Arts			
1340.000	For personal services	540,405	
1340.100	For contractual services	221,500	
1340.200	For travel	2,000	
1340.300	For commodities	40,800	
1340.700	For contingencies	7,000	
1340.801	For services provided by performers and exhibitors	150,000	
	Total for Department of Cultural Affairs - Office of Fine Arts	<u>961,705</u>	
CITY CLERK			
1410.000	For personal services	1,123,343	
1410.100	For contractual services	436,428	
1410.300	For commodities	32,000	
1410.801	For expenses related to parking ticket collection enforcement	310,000	
1410.802	For expenses associated with implementation of an ethics ordinance ..	100,000	
	Total for City Clerk	<u>2,001,771</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF FINANCE			
CITY COMPTROLLER			
1500.000	For personal services	4,712,538	
1500.100	For contractual services	587,500	
1500.200	For travel	2,000	
1500.300	For commodities	107,400	
	Total for City Comptroller	<u>5,409,438</u>	
CITY COMPTROLLER - SPECIAL ACCOUNTING DIVISION			
1510.000	For personal services	1,905,597	
1510.100	For contractual services	105,800	
1510.200	For travel	6,000	
1510.300	For commodities	21,600	
1510.400	For equipment	73,100	
	Total for Special Accounting Division ..	<u>2,112,097</u>	
DEPARTMENT OF REVENUE			
1524.000	For personal services	3,765,144	
1524.100	For contractual services	1,323,760	
1524.200	For travel	54,700	
1524.300	For commodities	185,500	
1524.400	For equipment	24,000	
1524.890	For maintenance and operation of off-street parking facilities	1,788,200	
	Total for Department of Revenue	<u>7,141,304</u>	
CITY TREASURER			
1530.000	For personal services	654,254	
1530.100	For contractual services	131,350	
1530.200	For travel	10,000	
1530.300	For commodities	9,200	
1530.700	For contingencies	7,000	
	Total for City Treasurer	<u>811,804</u>	
DEPARTMENT OF LAW			
1610.000	For personal services	7,957,584	
1610.100	For contractual services	3,333,935	
1610.200	For travel	29,000	
1610.300	For commodities	127,000	
1610.400	For equipment	10,000	
1610.700	For contingencies	3,000	
	Total for Department of Law	<u>11,460,519</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PERSONNEL			
1710.000	For personal services	4,169,117	
1710.100	For contractual services	613,850	
1710.200	For travel	2,000	
1710.300	For commodities	105,100	
1710.400	For equipment	5,900	
1710.500	For permanent improvements	500	
1710.700	For contingencies	500	
	Total for Department of Personnel	4,396,967	
DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES			
1810.000	For personal services	4,374,611	
1810.100	For contractual services	556,100	
1810.200	For travel	25,000	
1810.300	For commodities	107,000	
1810.400	For equipment	26,900	
1810.500	For permanent improvements	9,000	
1810.700	For contingencies	1,000	
	Total for Department of Purchases, Contracts and Supplies	5,099,611	
GRAPHICS AND REPRODUCTION CENTER			
1840.000	For personal services	1,113,455	
1840.100	For contractual services	206,700	
1840.200	For travel	1,600	
1840.300	For commodities	348,700	
1840.400	For equipment	3,000	
	Total for Graphics and Reproduction Center	1,673,455	
BOARD OF ELECTION COMMISSIONERS			
1910.000	For personal services	4,786,180	
1910.100	For contractual services	4,929,500	
1910.200	For travel	63,400	
1910.300	For commodities	510,500	
1910.400	For equipment	121,000	
1910.500	For permanent improvements	5,000	
1910.700	For contingencies	35,400	
	Total for Board of Election Commissioners	10,450,980	
DEPARTMENT OF HEALTH			
3110.000	For personal services	28,674,102	
3110.100	For contractual services	1,941,150	
3110.200	For travel	45,700	
3110.300	For commodities	2,934,000	
3110.400	For equipment	8,100	
3110.802	For payment of stipend for Board of Health President	25,000	
3110.803	For hospital reimbursement for at risk patients	1,500,000	
	Total for Department of Health	35,128,052	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
	COMMISSION ON HUMAN RELATIONS		
3410.000	For personal services	363,035	
3410.100	For contractual services	22,400	
3410.200	For travel	1,700	
3410.300	For commodities	3,600	
3410.400	For equipment	4,000	
3410.700	For contingencies	200	
	Total for Commission on Human Relations.	<u>395,535</u>	
	DEPARTMENT ON AGING AND DISABILITIES		
3420.000	For personal services	1,219,350	
3420.100	For contractual services	100,500	
3420.200	For travel	38,000	
3420.300	For commodities	213,700	
3420.400	For equipment	2,000	
3420.700	For contingencies	500	
3420.801	For program services to the disabled ...	25,000	
	Total for Department on Aging and Disabilities	<u>1,599,050</u>	
	CHICAGO COMMISSION ON WOMEN'S AFFAIRS		
3430.000	For personal services	174,615	
3430.100	For contractual services	22,100	
3430.200	For travel	700	
3430.300	For commodities	3,700	
3430.700	For contingencies	1,000	
3430.800	For specific purposes - general	3,000	
	Total for Commission on Women's Affairs	<u>205,115</u>	
	LATINO AFFAIRS COMMISSION		
3440.000	For personal services	152,076	
3440.100	For contractual services	27,800	
3440.200	For travel	1,500	
3440.300	For commodities	4,200	
3440.400	For equipment	2,000	
3440.700	For contingencies	500	
3440.800	For specific purposes - general	4,000	
	Total for Latino Affairs Commission	<u>192,076</u>	
	DEPARTMENT OF HUMAN SERVICES		
3450.000	For personal services	3,885,847	
3450.100	For contractual services	333,538	
3450.200	For travel	2,000	
3450.300	For commodities	32,800	
3450.400	For equipment	40,900	
3450.700	For contingencies	200	
3450.801	For non-profit delegate agencies programs for (CIN) Chicago Intervention Network .	500,000	
	Total for Department of Human Services..	<u>4,795,285</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
POLICE BOARD			
4101.000	For personal services	150,892	
4101.100	For contractual services	8,100	
4101.300	For commodities	400	
4101.301	For expense of Board	61,000	
	Total for Police Board	<u>220,392</u>	
DEPARTMENT OF POLICE			
4110.000	For personal services	470,576,763	25,809,962
4110.100	For contractual services	12,481,320	
4110.200	For travel	400	
4110.300	For commodities	12,312,900	
4110.400	For equipment	231,800	
4110.500	For permanent improvements	135,000	
4110.700	For contingencies	100,000	
4110.999	Auxiliary Police Force expense	250,000	
	Total for Department of Police	<u>496,088,183</u>	
FIRE DEPARTMENT			
4210.000	For personal services	169,704,678	9,305,632
4210.100	For contractual services	4,274,455	
4210.200	For travel	175,000	
4210.300	For commodities	3,372,400	
4210.400	For equipment	138,000	
4210.700	For contingencies	5,000	
4210.801	For the implementation of the computer-aided dispatch system	200,000	
4210.802	For demolition of fire-damaged buildings dangerous to public security	14,000	
4210.803	For physical exams required for candidates and promotions	250,000	
4210.804	For tuition reimbursements for training paramedics in conversational spanish	200,000	
	Total for Fire Department	<u>178,333,533</u>	
FIRE DEPARTMENT - OFFICE OF EMERGENCY PREPAREDNESS AND DISASTER SERVICES			
4230.000	For personal services	283,697	
4230.100	For contractual services	45,600	
4230.300	For commodities	25,500	
4230.400	For equipment	17,200	
	Total for Fire Department - Office of Emergency Preparedness/Disaster Services	<u>371,997</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF ZONING			
4310.000	For personal services	364,319	
4310.100	For contractual services	4,400	
4310.200	For travel	5,700	
4310.300	For commodities	4,200	
4310.400	For equipment	1,200	
4310.700	For contingencies	500	
	Total for Department of Zoning	<u>380,319</u>	
ZONING BOARD OF APPEALS			
4330.000	For personal services	179,224	
4330.100	For contractual services	19,800	
4330.200	For travel	500	
4330.300	For commodities	2,500	
	Total for Zoning Board of Appeals	<u>202,024</u>	
COMMISSION ON CHICAGO HISTORICAL AND ARCHITECTURAL LANDMARKS			
4350.000	For personal services	332,084	
4350.100	For contractual services	23,100	
4350.200	For travel	500	
4350.300	For commodities	4,800	
4350.400	For equipment	1,500	
4350.700	For contingencies	1,000	
	Total for Commission on Chicago Historical and Architectural Landmarks	<u>362,984</u>	
DEPARTMENT OF INSPECTIONAL SERVICES			
4410.000	For personal services	13,766,784	
4410.100	For contractual services	600,300	
4410.200	For travel	212,700	
4410.300	For commodities	132,000	
4410.400	For equipment	16,200	
4410.500	For permanent improvements	1,500,000	
4410.700	For contingencies	5,000	
	Total for Department of Inspectional Services	<u>16,232,984</u>	
BUILDING BOARD OF APPEALS			
4470.000	For personal services	98,924	
4470.100	For contractual services	7,600	
4470.200	For travel	400	
4470.300	For commodities	1,300	
4470.400	For equipment	500	
	Total for Building Board of Appeals	<u>108,724</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF CONSUMER SERVICES			
4510.000	For personal services	5,142,141	
4510.100	For contractual services	206,000	
4510.200	For travel	61,000	
4510.300	For commodities	119,300	
4510.400	For equipment	12,000	
	Total for Department of Consumer Services	5,540,441	
COMMISSION ON ANIMAL CARE AND CONTROL			
4710.000	For personal services	1,764,644	
4710.100	For contractual services	72,800	
4710.300	For commodities	167,000	
4710.400	For equipment	10,000	
4710.700	For contingencies	1,500	
	Total for Commission on Animal Care and Control	2,015,944	
MAYOR'S LICENSE COMMISSION AND LOCAL LIQUOR CONTROL COMMISSIONER (To be expended under the direction of the Mayor)			
4860.000	For personal services	148,340	
4860.100	For contractual services	100,900	
4860.300	For commodities	3,500	
4860.700	For contingencies	1,000	
	Total for Mayor's License Commission and Local Liquor Control Commissioner	253,740	
LICENSE APPEAL COMMISSION			
4870.000	For personal services	59,004	
4870.100	For contractual services	3,000	
4870.700	For contingencies	700	
	Total for License Appeal Commission	62,704	
OFFICE OF CABLE COMMUNICATIONS ADMINISTRATION			
4880.000	For personal services	632,367	
4880.100	For contractual services	80,400	
4880.300	For commodities	17,500	
4880.400	For equipment	3,100	
4880.700	For contingencies	8,000	
4880.801	For payment of stipends for Commissioners	80,000	
	Total for Office of Cable Communications Administration	821,367	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF STREETS AND SANITATION			
COMMISSIONER'S OFFICE			
5110.000	For personal services	2,200,437	
5110.100	For contractual services	134,500	
5110.200	For travel	10,000	
5110.300	For commodities	40,500	
5110.400	For equipment	12,200	
5110.700	For contingencies	1,000	
	Total for Commissioner's Office	<u>2,398,637</u>	
BUREAU OF STREETS			
5210.801	Pavement improvement, maintenance and restoration	3,188,000	
	Total for Bureau of Streets	<u>3,188,000</u>	
BUREAU OF SANITATION			
5310.000	For personal services	57,966,958	
5310.100	For contractual services	18,502,400	
5310.200	For travel	225,000	
5310.300	For commodities	1,051,500	
5310.400	For equipment	366,500	
5310.700	For contingencies	1,000	
	Total for Bureau of Sanitation	<u>78,113,358</u>	
BUREAU OF RODENT CONTROL			
5340.000	For personal services	2,866,837	
5340.100	For contractual services	723,300	
5340.200	For travel	20,200	
5340.300	For commodities	164,000	
5340.400	For equipment	2,000	
5340.700	For contingencies	500	
	Total for Bureau of Rodent Control	<u>3,776,837</u>	
BUREAU OF ELECTRICITY			
Electrical Maintenance and Operation Division			
5410.000	For personal services	10,046,824	
5410.100	For contractual services	3,385,600	
5410.200	For travel	110,300	
5410.300	For commodities	1,852,200	
5410.400	For equipment	12,500	
	Total for Electrical Maintenance and Operation Division	<u>15,407,424</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF STREETS AND SANITATION (Continued)			
Electrical Construction Division			
5420.000	For personal services	13,355,059	
5420.100	For contractual services	3,534,900	
5420.200	For travel	56,000	
5420.300	For commodities	2,224,700	
5420.400	For equipment	9,500	
5420.890	For construction projects	2,111,600	
	Total for Electrical Construction Division	21,291,759	
Electrical Wiring and Communications Division			
5430.000	For personal services	7,013,839	
5430.100	For contractual services	309,000	
5430.200	For travel	20,200	
5430.300	For commodities	2,140,000	
5430.400	For equipment	50,500	
	Total for Electrical Wiring and Communications Division	9,533,539	
	Total for Bureau of Electricity	46,232,722	
BUREAU OF EQUIPMENT SERVICE			
5610.000	For personal services	26,693,591	
5610.100	For contractual services	4,408,700	
5610.200	For travel	18,100	
5610.300	For commodities	10,108,500	
5610.400	For equipment	11,000	
	Total for Bureau of Equipment Service ..	41,239,891	
BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION			
5810.000	For personal services	6,386,187	
5810.100	For contractual services	2,211,500	
5810.200	For travel	101,000	
5810.300	For commodities	299,700	
5810.400	For equipment	40,300	
	Total for Bureau of Forestry, Parkways and Beautification	9,038,687	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PUBLIC WORKS			
COMMISSIONER'S OFFICE			
6110.000	For personal services	864,707	
6110.100	For contractual services	79,400	
6110.200	For travel	200	
6110.400	For equipment	2,500	
6110.700	For contingencies	1,000	
	Total for Commissioner's Office	947,807	
ADMINISTRATION DIVISION			
6120.000	For personal services	1,422,661	
6120.100	For contractual services	126,800	
6120.200	For travel	300	
6120.300	For commodities	70,500	
6120.400	For equipment	2,500	
	Total for Administration Division	1,622,761	
BUREAU OF TRANSPORTATION PLANNING AND PROGRAMMING			
6150.000	For personal services	1,371,002	
6150.100	For contractual services	222,400	
6150.200	For travel	200	
6150.300	For commodities	14,700	
6150.400	For equipment	7,000	
	Total for Bureau of Transportation Planning and Programming	1,615,302	
BUREAU OF ENGINEERING			
General			
6210.000	For personal services	7,680,925	
6210.100	For contractual services	910,600	
6210.200	For travel	5,100	
6210.300	For commodities	62,400	
6210.400	For equipment	20,000	
	Total for Bureau of Engineering - General	8,679,025	
Bridge Maintenance and Operation			
6250.000	For personal services	2,528,994	
6250.100	For contractual services	664,300	
6250.200	For travel	1,600	
6250.300	For commodities	38,200	
	Total for Bridge Maintenance and Operation	3,233,094	
	Total for Bureau of Engineering	11,912,119	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PUBLIC WORKS (Continued)			
BUREAU OF MAPS AND PLATS			
6310.000	For personal services	314,432	
6310.100	For contractual services	163,300	
6310.200	For travel	100	
	Total for Bureau of Maps and Plats	<u>477,832</u>	
BUREAU OF ARCHITECTURE			
6410.000	For personal services	2,463,804	
6410.100	For contractual services	294,800	
6410.200	For travel	700	
6410.300	For commodities	31,900	
6410.400	For equipment	7,000	
	Total for Bureau of Architecture	<u>2,798,204</u>	
BUREAU OF CONSTRUCTION			
6420.000	For personal services	15,349,266	
6420.100	For contractual services	698,300	
6420.200	For travel	27,000	
6420.300	For commodities	1,516,300	
6420.400	For equipment	68,600	
6420.500	For permanent improvements	20,000	
	Total for Bureau of Construction	<u>17,679,466</u>	
BUREAU OF BUILDINGS MANAGEMENT			
6430.000	For personal services	10,973,080	
6430.100	For contractual services	8,216,500	
6430.200	For travel	200	
6430.300	For commodities	780,000	
6430.400	For equipment	25,000	
	For maintenance of North Park Village buildings and property. Prior to any expenditures being made from this account a proposed plan detailing such expenditures shall be submitted to the City Council	780,800	
6430.803	For the operation and maintenance of Navy Pier. Prior to any expenditure being made from this account a proposed plan detailing such expenditures shall be submitted to the City Council	764,440	
6430.804	Total for Bureau of Buildings Management	<u>21,540,020</u>	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF AVIATION ADMINISTRATION			
8611.000	For personal services	378,671	
8611.100	For contractual services	24,700	
8611.200	For travel	300	
8611.300	For commodities	22,100	
8611.700	For contingencies	100	
	Total for Administration	<u>425,871</u>	
MERRILL C. MEIGS FIELD			
8655.000	For personal services	354,742	
8655.100	For contractual services	102,500	
8655.300	For commodities	5,800	
8655.700	For contingencies	30	
	Total for Merrill C. Meigs Field	<u>463,072</u>	
	Total for Department of Aviation	<u>888,943</u>	
DEPARTMENT OF FINANCE - GENERAL			
9112.000	For personal services	135,103,500	
9112.100	For contractual services	2,261,500	
9112.200	For travel	363,000	
9112.300	For commodities	180,000	
9112.400	For equipment	515,000	
9112.600	For land	150,000	
9112.700	For contingencies	455,000	
	For the analysis and implementation of improvements in departmental operations and management and personnel practices and controls: To be expended under the direction of the Mayor	500,000	
	To provide for matching and supplementary funds for grants currently in effect as well as new grants: To be expended upon approval of the Budget Director	2,300,000	
	For tuition reimbursement and educational programs: To be expended under the direction of the Commissioner of Personnel	490,000	

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	DEPARTMENT OF FINANCE - GENERAL (Continued)		
9112.810	For expense of relocation of City departments and agencies	50,000	
9112.811	To provide for the restoration of heat to dwelling units through emergency service calls and repair of heating units	400,000	
9112.813	Emergency Family Food Program	3,000,000	
9112.821	For payment of legal fees pursuant to Sec. 25-13.1 of the Municipal Code. To be expended at the direction of the Committee on Finance	185,000	
9112.822	For legal, technical, medical and professional services, appraisers, consultants, printers, court reporters and professional services authorized by the Chairman of the Committee on Finance	300,000	
9112.823	For legal, technical, medical and professional services, appraisals, consultants, printers, court reporters and professional services authorized by the City Council	280,000	
9112.824	To provide for a citywide cost allocation plan and various indirect cost plans	200,000	
9112.825	For apprenticeship program: To be expended under the direction of the Commissioner of Personnel	300,000	
9112.826	For study to determine electric supply options other than Commonwealth Edison ...	150,000	
9112.827	To study feasibility of contracting out to private vendors services currently performed by City departments	250,000	
9112.828	For payment of research and dissemination of public information in relation to the disease acquired immune deficiency syndrome: to be expended pursuant to a contract award resulting from award of a competitive bid(s)	250,000	
9112.829	For payment to establish a firefighter physical assessment center: to be expended under the direction of the Personnel Commissioner and Fire Commissioner	200,000	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
	DEPARTMENT OF FINANCE - GENERAL (Continued)		
9112.832	For settlement in fire age discrimination lawsuit	100,000	
9112.834	For cooperative education program: To be expended under the direction of the Commissioner of Personnel	60,000	
9112.836	For settlement of the cases entitled: In the matter of: City of Chicago, Bureau of Forestry, 80 CETA 85/113; Lesniak v. City of Chicago and Department of Streets and Sanitation, 81 CETA 356; Davis v. City of Chicago, Department of Sewers, 82 CETA 217	1,898,066	
9112.837	For expenses in connection with a study on the participation of women and hispanics in employment and contracts with the City of Chicago to be expended at the Direction of the Chairman of the Committee on Neighborhoods and Community Affairs and the results, conclusions and findings to be made available in accordance with chapter 25 of the Chicago Municipal Code	200,000	
9112.838	For funding of the delegate agencies approved by the City Council	250,000	
9112.839	For legal assistance to the City Council to be expended at the direction of the Chairman of the Committee on Finance	290,000	
9112.840	For the selection and engagement of a claims adjustment firm for tort liabilities to be expended upon the recommendation of the Risk Manager and Corporation Counsel and approved by the Committee on Finance	500,000	
9112.841	For the payment of expenses related to the implementation of the lease tax	650,000	
9112.922	For payment of emergency shelter, hospital and medical expenses in the reception and care of abandoned infant children	5,000	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
	DEPARTMENT OF FINANCE - GENERAL (Continued)		
9112.924	For payment of emergency shelter, hospital and medical expenses in the reception and care of dependent or neglected children ...	5,000	
9112.926	For payment of emergency shelter, hospital and medical expenses in the reception and care of destitute crippled children	3,000	
9112.927	For payment for Emergency Shelter: to be expended under the direction of the Commissioner of Human Services	2,500,000	
9112.928	For payment of auditing pursuant to the revenue procedures ordinance to be expended at the direction of the Chairman of the Committee on Finance	75,000	
9112.933	For payment of claims for hospital and medical expenses incurred while in police custody ..	250,000	
9112.934	Claims for damages and liabilities against the City when ordered paid by the City Council	400,000	
9112.936	Claims under Worker's Compensation Act	9,000,000	
9112.937	For payment of claims for hospital and medical expenses of City employees injured in the actual performance of their duties who are not included in the provisions of the Worker's Compensation Act, as may be ordered by the City Council	3,100,000	
9112.938	Claims under Unemployment Insurance Act ...	2,700,000	
9112.939	For the reimbursement of condominium and cooperative garbage collection fees, to be paid pursuant to claims made for reimbursement presented to the City Comptrollers Office (all claims shall be paid pursuant to order of the City Council)	2,500,000	

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
	DEPARTMENT OF FINANCE - GENERAL (Continued)		
	For payment to dependents of the Police Officer and Firefighter killed or fatally injured in the performance of duty in accordance with the Act of the General Assembly of the State of Illinois, entitled: "An Act, authorizing cities and villages to provide for the payment of allowances of money to the families or dependents of policemen or firemen killed or fatally injured while in the performance of their duties..." approved June 27, 1921, as amended, and the ordinance of the City Council based thereon	200,000	
	For paying the salary of any sworn member of the Police or Fire Department killed in the line of duty for a period of one year commencing from the date of the death of the deceased member of the Police or Fire Department to the spouse of the deceased member of the Police or Fire Department, or in the absence of a spouse, to the guardian or person standing in loco parentis of dependent minor children, or in the absence of a spouse or minor children, to dependent parents who were residents in the deceased member of the Police or Fire Department's household at the time of the injury		
9112.942	which resulted in his death	150,000	
9112.954	Cost of issuance for Daily Tender Notes ...	600,000	
9112.959	Interest on Daily Tender Notes (and other Corporate credits)	11,958,789	
9112.972	Pension contributions for members in the military service	10,000	
	For expense in connection with recognition and awards to citizens of Chicago for acts of heroism: To be expended on order of the City Council	1,000	
9112.982			
9112.984	Taxes and assessments on City property ...	525,000	

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
DEPARTMENT OF FINANCE - GENERAL (Continued)			
9112.990	For refunds for cancelled voucher warrants and payroll checks and for refunding duplicate payments and payments made in error	150,000	
9112.998	City share of expense of maintaining State Street Mall	1,134,035	
	Total for Department of Finance - General	187,097,890	
9114.960	For loss in collection of taxes	2,000,009	2,000,009
	Total from Corporate Fund	1,260,562,312	37,115,603
LIBRARY FUND - BUILDINGS AND SITES - 342			
CHICAGO PUBLIC LIBRARY			
7110.100	For contractual services	2,665,500	938,385
7110.400	For equipment	567,000	199,262
7110.500	For permanent improvements	60,000	20,853
	Total for Library - Buildings and Sites	3,292,500	
9112.959	Interest on Daily Tender Notes	227,309	227,309
9114.960	For loss in collection of taxes	72,937	72,937
	Total from Library Fund - Buildings and Sites	3,592,746	1,458,746
LIBRARY FUND - MAINTENANCE AND OPERATION - 346			
CHICAGO PUBLIC LIBRARY			
7110.000	For personal services	18,209,518	18,209,518
7110.100	For contractual services	3,852,900	3,852,900
7110.200	For travel	20,000	
7110.300	For commodities	6,274,000	1,243,000
7110.400	For equipment	446,500	
7110.500	For permanent improvements	250,000	
	Total for Library - Maintenance and Operation	29,052,918	

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
DEPARTMENT OF FINANCE - GENERAL			
9112.000	For personal services	3,884,300	3,884,300
9112.100	For contractual services	30,000	
	For tuition reimbursement and educational programs: To be expended under the		
9112.801	direction of the Commissioner of Personnel	25,000	
	For expenses in connection with a study of the Multilingual Library needs to be expended at the direction of the Chairman of the Committee on Housing and Neighborhood Development and the results, conclusions and findings to be made available in accordance with chapter		
9112.826	25 of the Chicago Municipal Code	50,000	
	For cooperative educational program: To be expended under the direction of the		
9112.834	Commissioner of Personnel	24,000	
	To reimburse the Corporate Fund for Worker's		
9112.860	Compensation Act claims	42,000	
9112.938	Claims under Unemployment Insurance Act	165,000	
9112.959	Interest on Daily Tender Notes	4,113,891	4,113,891
	Total for Department of Finance - General	8,334,191	
9114.960	For loss in collection of taxes	1,647,558	1,647,558
	Total from Library Fund - Maintenance and Operation	39,034,667	32,951,167
JUDGMENT TAX FUND - 395			
	For payment of principal and interest		
9112.905	on judgments	20,000,000	18,919,825
9112.959	Interest on Daily Tender Notes	2,593,333	2,458,508
	Total from Judgment Tax Fund	22,593,333	21,378,333
NOTE REDEMPTION AND INTEREST FUND			
SERIES OF 1980 - 504			
Amounts to be levied in 1986 for the payment of notes and interest on notes:			
9112.961	For payment of term notes	13,900,000	13,900,000
9112.962	For payment of interest on term notes ..	3,894,000	3,894,000
	Total for principal and interest	17,794,000	
9114.960	For loss in collection of taxes	937,000	937,000
	Total from Note Redemption and Interest Fund - 1980	18,731,000	18,731,000

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
NOTE REDEMPTION AND INTEREST FUND			
SERIES OF 1980-A - 506			
Amounts to be levied in 1986 for the payment of notes and interest on notes:			
9112.961	For payment of term notes	2,500,000	2,500,000
9112.962	For payment of interest on term notes ..	1,650,000	1,650,000
	Total for principal and interest	<u>4,150,000</u>	
9114.960	For loss in collection of taxes	218,000	218,000
	Total from Note Redemption and Interest Fund - 1980-A	<u>4,368,000</u>	<u>4,368,000</u>
BOND REDEMPTION AND INTEREST FUND - 508			
Amounts to be levied in 1986 for the payment of bonds and interest on bonds:			
9112.912	For payment of bonds	165,000	165,000
9112.914	For interest on bonds	123,585	123,585
	Total for principal and interest	<u>288,585</u>	
9114.960	For loss in collection of taxes	3,415	3,415
	Total from Bond Redemption and Interest Fund	<u>292,000</u>	<u>292,000</u>
NOTE REDEMPTION AND INTEREST FUND			
SERIES OF 1984-C & 1985-C - 509			
Amounts to be levied in 1986 for the payment of notes and interest on notes:			
9112.961	For payment of term notes	11,800,000	11,800,000
9112.962	For payment of interest on term notes ..	1,962,000	1,962,000
	Total for principal and interest	<u>13,762,000</u>	
9114.960	For loss in collection of taxes	724,368	724,368
	Total from Redemption and Interest Fund - 1984-C & 1985-C	<u>14,486,368</u>	<u>14,486,368</u>

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
BOND REDEMPTION AND INTEREST FUND - 510			
Amounts appropriated in 1986 for the pay- ment of bonds and interest on bonds:			
For payment of bonds:			
	Community Improvement and Development-1975	3,000,000	
	Electric Street Lighting Installation and Improvement - 1976	770,000	
	Emergency Communication/Dispatch System - 1977	500,000	
	Fire Department Apparatus - 1976	385,000	
	General Obligation, Series of April - 1981	600,000	
	General Obligation, Series of March - 1982	2,000,000	
	General Obligation, Series of September - 1982	1,500,000	
911	Universal Emergency Service System - 1976	460,000	
	O'Hare Rapid Transit Extension - 1977 ...	930,000	
	Police Department Equipment - 1977	500,000	
	Refuse Disposal Facilities Improvement - 1976	690,000	
	Sewer - 1973	3,000,000	
	Sewer - 1977	2,300,000	
	Solid Waste Processing Plant - 1973	900,000	
	Streets and Sanitation Department Equipment - 1977	575,000	
9112.912	Total for payment of bonds	17,430,000	15,997,072
9112.914	For interest on bonds	42,402,757	38,975,685
	Total for specific purpose - financial...	59,832,757	
9114.960	For loss in collection of taxes	2,893,303	2,893,303
	Total from Bond Redemption & Interest Fund	62,726,060	57,866,060

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	CITY RELIEF FUND - 660		
	For general assistance to persons in need thereof, residing within the City of Chicago, and expenditures for the administration thereof	13,813,351	12,369,351
9112.930	Interest on Daily Tender Notes	1,865,981	1,865,981
9112.959	For loss in collection of taxes	749,228	749,228
9114.960	Total from City Relief Fund	<u>16,428,560</u>	<u>14,984,560</u>
	MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND - 681		
	For the City's contribution to employees' annuity and benefit fund	81,059,000	69,003,000
9216.976			
	LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND - 682		
	For the City's contribution to employees' annuity and benefit fund	15,373,000	12,630,000
9216.976			
	POLICEMEN'S ANNUITY AND BENEFIT FUND - 683		
	For the City's contribution to employees' annuity and benefit fund	67,504,000	56,804,000
9216.976			
	FIREMEN'S ANNUITY AND BENEFIT FUND - 684		
	For the City's contribution to employees' annuity and benefit fund	31,109,000	26,498,000
9216.976			
	PARK EMPLOYEES' ANNUITY AND BENEFIT FUND - 691		
	For the City's contribution to employees' annuity and benefit fund	50,000	20,000
9216.976			
	Total Tax Levy		<u>\$368,536,837</u>

SECTION 2. The City Clerk is directed to file certified copies of this ordinance together with copies of the annexed annual appropriation ordinance for the year 1986, with the County Clerk of Cook County and with the County Clerk of Du Page County.

SECTION 3. This ordinance shall be effective upon its passage.

Action Deferred -- ISSUANCE OF GENERAL OBLIGATION DAILY
TENDER NOTES, SERIES 1986A, B AND C,
OF CITY OF CHICAGO.

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

CHICAGO, January 16, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the issuance of General Obligation Daily Tender Notes, Series 1986A, B and C, of the City of Chicago in the amount: \$210,500,000 having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

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

WHEREAS, The City has determined that it is desirable and in the public interest of the City to issue notes of the City for the following purposes: (i) to finance current cash requirements of the City; (ii) to anticipate the taxes levied for specific purposes by the City for the year 1986; and (iii) to finance the acquisition of necessary equipment for the City; and

WHEREAS, It is necessary for the City to issue its notes for the purposes hereinafter provided, such borrowing being for a proper public purpose and in the public interest, and the City by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such notes; now, therefore,

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

Finding.

SECTION 1. The City Council, after a public hearing heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice having been given thereof, and in accordance with the findings and recommendations of such

committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Definitions.

SECTION 2. The terms defined in this Section shall, for all purposes of this Ordinance, have the meanings herein specified, unless the context clearly requires otherwise:

"Alternate Letter of Credit" shall mean an irrevocable letter, or letters, of credit delivered in accordance with Section 16(c) hereof. Any Alternate Letter of Credit shall be an irrevocable letter of credit, other than the Letter of Credit issued by the Bank and delivered to the Paying Agent concurrently with the original issuance of the Notes, issued by a commercial bank, the terms of which shall in all material respects be the same as the Letter of Credit, except as to identity of the Bank. On or prior to the date of the delivery of an Alternate Letter of Credit to the Paying Agent, the City shall have obtained (i) written evidence from Moody's, if the Notes are rated by Moody's, and S & P, if the Notes are rated by S & P, in each case of the effect that such rating agency has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its ratings on the Notes from those which then prevail, and (ii) an opinion of counsel to the issuer of the Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of such Bank. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Alternate Letter of Credit is in conformity with the requirements of this Ordinance.

"Bank" shall mean The Mitsubishi Bank, Limited New York Branch, in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns and, if an Alternate Letter of Credit has been issued in accordance with Section 16(c) hereof, "Bank" shall mean the issuer, or issuers, of such Alternate Letter, or Letters, of Credit in its capacity issuing such Alternate Letter of Credit, its, or their, successors in such capacity and their assigns. "Principal Office" of the Bank shall mean the principal office of the Bank, which office at the date of the issuance of the initial Letter of Credit is located at One World Trade Center, New York, New York 10048.

"Bond Counsel" shall mean the firm of nationally recognized bond counsel designated by the duly designated Corporation Counsel of the City.

"Business Day" shall mean any day of the year on which banks located in the city, or cities, respectively, in which are located the Principal Offices of the Trustee, the Paying Agent, the Remarketing Agent and the Bank are not required or authorized to remain closed and on which The New York Stock Exchange, Inc. is not closed.

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

"City Council" means the governing body of the City as from time to time constituted.

"Commercial Paper Rate" means the interest rate on the Notes set under Section 3(c)(3).

"Commercial Paper Rate Period" means with respect to any Note, the period (which may be from 1 day to 180 days) determined as provided in Section 3(c)(3).

"Comptroller" shall mean the duly designated Comptroller, any Deputy Comptroller of the City and any person at the time designated to act on behalf of the Comptroller by written certificate furnished by the duly designated Comptroller to the Trustee, the Paying Agent, the Remarketing Agent and the Bank and filed with the City Clerk of the City. Such certificate may designate one or more alternates.

"Custody Account" means that account established on behalf of the Bank with an agent designated in the Reimbursement Agreement, and initially shall mean that account established by Irving Trust Company on behalf of the Bank.

"Daily Rate" means an interest rate on the Notes set under Section 3(c)(1).

"Determination Date" is defined in Section 3(c)(4).

"Event of Default" shall mean any of the events stated in Section 32 hereof.

"Fixed Rate" means an interest rate on the Notes set under Section 3(c)(4).

"Fixed Rate Period" is defined in Section 3(c)(4).

"Interest Payment Date" is defined in the Notes.

"Interest Period" is defined in the Notes.

"Interest Rate" means the rate on the Notes established pursuant to Section 3(c) hereof.

"Letter of Credit" shall mean the irrevocable letter, or letters, of credit issued by the Bank contemporaneously with the original issuance of the Notes, except that upon the issuance and delivery of an Alternate Letter of Credit in accordance with Section 16(c) hereof, "Letter of Credit" shall mean such Alternate Letter of Credit. Each Series of Notes may be secured by a Letter of Credit issued by a different Bank, all as designated by the City pursuant to the terms of this Ordinance. The Paying Agent may conclusively rely upon a certificate of the Comptroller that the Letter of Credit is in conformity with the requirements of this Ordinance.

"Letter of Credit Note" shall mean the note issued pursuant to the Reimbursement Agreement.

"Monthly Rate Evaluation Date" means the fifth day of each month while the Notes of any Series bear interest at a Short Term Rate unless such day is not a Business Day, in which case the Monthly Evaluation Date shall be the following Business Day.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally

recognized securities rating agency designated by the City in its place by notice to the Trustee, Paying Agent and Remarketing Agent.

"Notes" means the notes issued pursuant to this Ordinance.

"Note Fund" shall mean the fund created by Section 13 hereof.

"Noteholder" shall mean the person in whose name any Note is registered. The Trustee, the Paying Agent, the Remarketing Agent and the Bank may be Noteholders.

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Ordinance mailed by first class mail to the Noteholders, at the addresses shown in the registration books maintained pursuant to Section 8 hereof.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Ordinance" shall mean this Note Ordinance of the City.

"Outstanding", when used in reference to the notes, shall mean, as at any particular date, the aggregate of all Notes authenticated and delivered under this Ordinance except:

(a) those cancelled at or prior to such date or delivered to or acquired by the Trustee or the Registrar at or prior to such date for cancellation;

(b) those matured or redeemed Notes which have not been presented for payment in accordance with the provisions of this Ordinance; and

(c) those in lieu of or in exchange or substitution for which other Notes shall have been authenticated and delivered pursuant to this Ordinance.

"Paying Agent" shall mean Irving Trust Company, as paying agent under this Ordinance, or any other or successor paying agent appointed in accordance with Section 62 hereof. If the Trustee is the Paying Agent, "Principal Office" of the Paying Agent shall mean the principal corporate trust office of the Trustee. If the Trustee is not the Paying Agent, then "Principal Office" shall mean the address given by the Paying Agent in writing to the City, the Trustee, the Bank and the Remarketing Agent.

"Rating Agency" means Moody's or S & P.

"Record Date" is defined in the Notes.

"Registrar" shall mean the Paying Agent acting in the capacity of registrar under this Ordinance, its successors and their assigns.

"Reimbursement Agreement" shall mean the agreement between the City and the Bank, pursuant to which the Letter of Credit is issued by the Bank and delivered to the Paying Agent, and initially shall mean the reimbursement agreement entered into

pursuant to Section 71 of this Ordinance and any and all modifications, alterations, amendments and supplements thereto.

"Remarketing Agent" shall mean the Remarketing Agent designated by the City with respect to the Notes, and initially shall mean the remarketing agent appointed in accordance with Section 70 hereof.

"Remarketing Agreement" means the agreement between the City, the Remarketing Agent and the Paying Agent entered into pursuant to Section 70 of this Ordinance, and any and all modifications, alterations, amendments and supplements thereto.

"Short Term Rate" means a Daily, Weekly or Commercial Paper Rate.

"State" means the State of Illinois.

"Service Fund" means the fund created pursuant to Section 19 hereof, and held and administered by the Paying Agent.

"S & P" shall mean Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S & P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City in its place by notice to the Trustee, Paying Agent and Remarketing Agent.

"Supplemental Ordinance" shall mean any ordinance of the City modifying, altering, amending, supplementing or confirming this Ordinance for any purpose, in accordance with the terms hereof.

"Treasurer" shall mean the duly elected Treasurer of the City.

"Trustee" shall mean Continental Illinois National Bank and Trust Company of Chicago, as trustee under this Ordinance, its successors in trust and their assigns.

"Principal Office" of the Trustee shall mean the principal corporate trust office of the Trustee, which office at the date of this Ordinance is located at 30 North LaSalle Street, Chicago, Illinois 60697.

"Weekly Rate" means an interest rate on the Notes set under Section 3(c)(2).

This Ordinance, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.

(c) Any percentage of Notes, for the purpose of this Ordinance, shall be computed on the basis of the Notes Outstanding at the time the computation is made or is required to be made hereunder.

(d) Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Creation of Notes.

SECTION 3.

(a) For the purpose of providing moneys for the purposes provided in the preambles hereof, it is hereby declared necessary that the City authorize and issue, and the City hereby authorizes and directs the issuance of, an issue of Notes, entitled to the benefit, protection and security of this Ordinance, in the aggregate principal amount at any one time outstanding of \$210,500,000, payable as to principal and interest from the sources indicated hereinafter. The Notes shall be designated by the title "City of Chicago General Obligation Tender Notes, Series 1986" (the "Notes"). The Notes shall be dated as provided in clause (k) of this Section 3.

(b) The Notes shall be issued as three series (each a "Series") as below designated, and in the amounts, maturing, subject to prior redemption upon the terms and conditions as hereinafter set forth, and be for the purposes as follows:

(i) Series 1986A (the "Series 1986A Notes"), in the principal amount at any one time outstanding of \$100,000,000, maturing on December 31, 1986, for the purpose of financing the current cash flow requirements of the City;

(ii) Series 1986B (the "Series 1986B Notes"), in the principal amount of \$80,500,000, maturing on October 31, 1987, for the purpose of anticipating taxes levied for specific purposes for the year 1986; and

(iii) Series 1986C (the "Series 1986C Notes"), in the principal amount of \$30,000,000, maturing on October 31, 1990, for the purpose of acquiring certain capital equipment to be designated in an ordinance to be adopted by the City Council.

(c) Interest Rate Determination Methods.

(1) Daily Rate. When interest on any Series of the Notes is payable at a Daily Rate, the Comptroller will set a Daily Rate on each Business Day. Each Daily Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the day rate is set at 100% of their principal amount plus accrued interest. The Daily Rate for any non-Business Day will be the rate for the last day on which a rate was set or, upon the commencement of a period during which the Notes of such Series bear interest at a Daily Rate, the rate established on the first Business Day after the date of such commencement.

If for any reason the Comptroller does not set a Daily Rate on any Business Day or a court holds that the rate set for any day is invalid or unenforceable, the Daily Rate for that day will be the average of 30-day yield evaluations at par of securities, the interest on which is exempt from Federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. Initially, that rate will be the earliest rate published each day by Munifacts Wire System, Inc. The City, acting through its Comptroller, may designate a replacement publisher to the Trustee and the Remarketing Agent. If Munifacts Wire System, Inc. or such replacement publisher does not publish such a commercial paper rate on a day on which a Daily Rate is to be set, the Remarketing Agent will set the Daily Rate at 50% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced on such day by the Federal Reserve Bank of New York, converted to a coupon-equivalent rate.

(2) Weekly Rate. The Comptroller will set a Weekly Rate on the last Business Day before the commencement of a period during which any Series of the Notes bear interest at a Weekly Rate and each Tuesday thereafter during which interest on the Notes of such Series is to be payable at a Weekly Rate or, if any Tuesday is not a Business Day, on the next succeeding Business Day. Each Weekly Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the date the rate is set at 100% of their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Weekly Rate or a court holds that any rate set is invalid or unenforceable, the Weekly Rate for that period will be the average of 30-day yield evaluations at par of securities (whether or not actually issued), the interest on which is exempt from Federal income taxation, of at least 20 component issuers selected by the Remarketing Agent, including issuers of commercial paper, project notes, bond anticipation notes and tax anticipation notes, computed by the Remarketing Agent as of the day on which the Comptroller was to have set the Weekly Rate. When the Notes are rated by a Rating Agency in either of its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by a Rating Agency in its highest note or commercial paper rating category or (b) not have outstanding notes or commercial paper rated by a Rating Agency but have outstanding securities rated by a Rating Agency in either of its two highest long-term debt rating categories. If the Notes are rated by both Rating Agencies in a rating category that is lower than its two highest long-term debt rating categories, each component issuer must (a) have outstanding securities rated by one Rating Agency in its note or commercial paper rating category correlative, in the Remarketing Agent's judgment, to the long-term debt rating category of the Notes or (b) have outstanding securities rated by one Rating Agency in the same long-term debt rating category as the Notes are rated by that Rating Agency and not have any outstanding notes or commercial paper rated by such Rating Agency. The Remarketing Agent may change the component issuers from time to time in its discretion, subject to the foregoing requirements. If the Notes are not rated by a Rating Agency or the Remarketing Agent does not compute the average mentioned above, the Remarketing Agent will set the Weekly Rate at 55% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the day on which the Comptroller was to

have set the Weekly Rate. Upon delivery to the Trustee of an Opinion of Bond Counsel that such action will not adversely affect the exemption of interest on the Notes of such Series from Federal income taxation, the City, acting through its Comptroller, may designate a new method of setting the Weekly Rate in the event any of the above-described methods is unavailable or unrealistic in the market place.

(3) Commercial Paper Rate.

(i) Determination of Commercial Paper Rate. The Commercial Paper Rate for each Note of a Series bearing interest at a Commercial Paper Rate will be determined by the Comptroller on the first Business Day of each Commercial Paper Rate Period applicable to such Note. Each Commercial Paper Rate will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell such Note on such date at its principal amount.

If for any reason the Comptroller does not set a Commercial Paper Rate for any Commercial Paper Rate Period or a court holds that the rate set for such Commercial Paper Rate Period is invalid or unenforceable, the Commercial Paper Rate for such Note for such period will be the earliest 30-day, 60-day or 90-day tax-exempt commercial paper rate published each day by Munifacts Wire System, Inc. (or its replacement as provided in Section 3(c)(1)), and representing, as of the date of determination, the average of 30-day (if such Commercial Paper Rate Period is from one to 30 days in length), 60-day (if such Commercial Paper Rate Period is from 31 to 60 days in length) or 90-day (if such Commercial Paper Rate Period is from 61 to 180 days in length), as the case may be, yield evaluations at par of securities, the interest on which is exempt from Federal income taxation, of issuers of commercial paper rated by a Rating Agency in its highest commercial paper rating category. If Munifacts Wire System, Inc. (or its replacement) does not publish a 30-day, 60-day or 90-day tax-exempt commercial paper rate, as the case may be, on the day on which a Commercial Paper Rate is to be set, the Commercial Paper Rate of such Note for such period shall be the applicable percentage of the interest rate (the "Commercial Paper Base Rate") for 30-day, 60-day, or 90-day, as the case may be, taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the first Business Day of such Commercial Paper Rate Period as determined on the basis of the table set forth below.

Term of Next Succeeding Commercial Paper Rate Period	Applicable Percentage of Commercial Paper Base Rate
1-30 days	50%
31-60 days	52%
61-180 days	54%

(ii) Determination of Commercial Paper Rate Periods by Comptroller. While the Notes of any Series bear interest at a Commercial Paper Rate, the length of each Commercial Paper Rate Period (which may be from one to 180 days) for each Note of such Series shall, if the Comptroller's direction pursuant to Section 3(d)(1) so requires, be determined by the Comptroller based upon the Comptroller's judgment that such

length will be beneficial to the market for, or the relative yield of, such Note based upon the factors set forth in Section 3(d)(2).

(iii) Determination of Commercial Paper Rate Periods by Remarketing Agent. While the Notes of any Series bear interest at a Commercial Paper Rate as a result of the City's direction pursuant to Section 3(d)(1) the Commercial Paper Rate Period for each Note shall be determined by the Remarketing Agent pursuant to Section 3(d)(1) unless the Comptroller's direction requires the Comptroller to make such determinations, in which event the Comptroller shall make such determinations as described in the preceding paragraph.

(iv) Limitations. Notwithstanding the foregoing:

(1) no Commercial Paper Rate Period shall be established for any Series of Notes unless the Letter of Credit securing such Notes terminates no earlier than twenty (20) days after the last day of such Commercial Paper Rate Period;

(2) if the Remarketing Agent or the Comptroller have previously determined that the Notes of any Series are to bear interest at a rate other than the Commercial Paper Rate effective as of a future date, no new Commercial Paper Rate Period shall be established for such Series unless the last day of such Commercial Paper Rate Period occurs on or before the effective date of the change to such other rate;

(3) if neither the Comptroller nor the Remarketing Agent sets the length of a Commercial Paper Rate Period for any Note of any Series when it is required to do so, a new Commercial Paper Rate Period lasting 30 days (or until the earlier stated maturity of the Notes of such Series) will follow.

(4) Fixed Rate. The Comptroller will set a Fixed Rate on a date (the "Determination Date") no fewer than 7 nor more than 15 Business Days before the beginning of the period (the "Fixed Rate Period") in which interest on the Notes of any Series will be payable at a Fixed Rate to the maturity of such Series of Notes. The Fixed Rate for any Series will be the minimum rate necessary (as determined by the Comptroller) for the Remarketing Agent to sell the Notes of such Series on the Determination Date at their principal amount plus accrued interest.

If for any reason the Comptroller does not set a Fixed Rate for a Fixed Rate Period or a court holds that the rate set for a Fixed Rate Period is invalid or unenforceable, the rate for the Fixed Rate Period will be determined by the Remarketing Agent and will be the yield shown for "Municipal Bonds (New Issue Scales: Prime-Grade GO)" having the same number of years to maturity as the number of 12-month periods in the Fixed Rate Period, as published in the last issue before the Determination Date of the Salomon Brothers Inc *Bond Market Roundup*. If that issue does not publish a yield for bonds having such number of years to maturity, the Fixed Rate will be determined by linear interpolation between the yields shown in that issue for bonds having the next shorter and next longer number of years to maturity. If the Fixed Rate Period is six months, the Fixed Rate shall be equal to the yield shown for "Short Term Rates (6 Month: Mig 1 Notes)", in

that *Bond Market Roundup*; if the Fixed Rate Period is longer than six months but less than one year, the Fixed Rate will be determined by linear interpolation between that yield and the yield shown for the next longer maturity under "Municipal Bonds (New Issue Scales: Prime-Grade GO)". If the yields required to determine the Fixed Rate have not been published in the 30 days before the Determination Date, the Remarketing Agent will determine the Fixed Rate as of a date within 30 days before the Determination Date by likewise using or interpolating from its index for prime municipal obligations of the same maturity as the length of the Fixed Rate Period.

(5) The Interest Rate Determination Method for each Series of the Notes upon the initial delivery thereof shall be determined by the Comptroller based upon the Comptroller's judgment that such Method will be beneficial to the market for, or the relative yield of, each Series of Notes based upon the factors set forth in Section 3(d)(2).

If any Series of the Notes is initially delivered bearing interest at a Commercial Paper Rate from and after the end of the initial Commercial Paper Rate Period such Series of Notes shall bear interest at a Daily Rate unless another Interest Rate Determination Method is designated pursuant to Sections 3(d)(1) or 3(d)(2) for such Series Notes.

(d) Change in Interest Rate Determination Method.

(1) Change Directed by the City. The City may, acting through the Comptroller, change the method of determining the interest rate on the Notes of any Series by notifying the Paying Agent, Bank and Remarketing Agent at least 20 days prior to the proposed effective date of such change. Such notice shall contain (a) the effective date, (b) the proposed interest rate determination method, (c) if the change is to a Short Term Rate, the first Monthly Evaluation Date, if any, upon which the determinations required pursuant to paragraph (2) below are to be made and whether or not such determinations are to be made by the Remarketing Agent, (d) if the change is to a Commercial Paper Rate, whether the length of the Commercial Paper Rate Periods will be set by the Comptroller or the Remarketing Agent and (e) if the change is to a Fixed Rate, the end of the Fixed Rate Period (which must be a June 30 or a December 31 at least six months after the effective date) and the Determination Date. The notice must be accompanied by an Opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Ordinance and will not adversely affect the exemption of interest on the Notes from Federal income taxation. If the Comptroller's notice complies with this paragraph, the interest rate on the Notes of such Series will be payable at the new rate on the effective date specified in the notice until there is another change as provided in this Section.

The Comptroller, upon delivering the opinions of counsel referred to in the preceding paragraph, may (a) make the determinations on each Monthly Rate Evaluation Date pursuant to paragraph (2) below or to cease to make such determinations for a specific or indefinite period of time, (b) while the Notes of any Series bear interest at a Commercial Paper Rate, require the Remarketing Agent

to set the length of each Commercial Paper Rate Period pursuant to Section 3(c)(3)(iii) or to cease to do so for a specific or indefinite period of time or (c) override a determination made by the Remarketing Agent pursuant to paragraph (2) below provided that notice of redemption pursuant to Section 3(e) has not yet been given.

(2) Change Directed by the Remarketing Agent. Unless directed not to do so pursuant to the paragraph (1) above, the Remarketing Agent shall consider on each Monthly Rate Evaluation Date whether the method of determining the interest rate on any Series of the Notes should be changed to a different method of Short Term Rate because in the Remarketing Agent's judgment, conversion to a different Short Term Rate will be beneficial to the market for, or the relative yield of, such Series of Notes. If a change is to be made, the Remarketing Agent will promptly so notify the Paying Agent, the City and the Bank and will specify the effective date of the change. For purposes of this paragraph (2), the Remarketing Agent's determination that a different Short Term Rate will be "beneficial to the market for, or relative yield of, such Series of Notes" shall be based upon (a) the performance of such Series of Notes, measured by market supply and demand and yield, relative to other securities which bear interest at the current rate or the other Short Term Rates or which, in the judgment of the Remarketing Agent, are otherwise comparable to such Series of Notes, or (b) any fact or circumstance relating to such Series of Notes or affecting the market for such Series of Notes or affecting such other comparable securities in a manner which, in the judgment of the Remarketing Agent will affect the market for such Series of Notes, which in any event leads the Remarketing Agent to conclude that such Series of Notes should bear interest at the Short Term Rate specified in such notice. As used in this paragraph (2), "beneficial" means beneficial to the City. The Remarketing Agent may use or not use any inputs and resources it deems appropriate, which may but need not include conversations with the City, and will make its decision based solely upon its judgment. On the effective date specified in such notice, unless a different determination shall have been made by the Remarketing Agent on an intervening Monthly Rate Evaluation Date or by the City pursuant to the paragraph (1) above, the Notes of such Series shall bear interest at the Short Term Rate specified in such notice. The notice must be accompanied by an Opinion of Bond Counsel stating that the change will not adversely affect the exemption of interest on the Notes from Federal income taxation.

The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the City, the Bank or to any other person with respect to any determination that the Notes of any Series will or will not bear interest at the current or any other Short Term Rate or the Fixed Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Ordinance that the Remarketing Agent may, in its unrestricted judgment, choose to consider no inputs or resources other than its own expertise.

(3) Limitations. Any change in the method of determining interest on the Notes of any Series pursuant to either paragraph (1) or paragraph (2) above must comply with the following:

(i) if a Commercial Paper Rate is then in effect, the effective date of any change must be the day following the last day of the Commercial Paper Rate Period of all Notes of such Series,

(ii) the effective date of all changes must be the first day of the month.

(iii) no change shall be made in the interest rate determination method at the direction of the City pursuant to Section 3(d)(1) or at the direction of the Remarketing Agent pursuant to 3(d)(2) hereof if the Paying Agent shall receive written notice prior to such change that the Opinion of Bond Counsel required under Section 3(d)(1) or Section 3(d)(2), as the case may be, has been withdrawn. If the Paying Agent shall have sent any notice to the Noteholders regarding a change in rate under Section 3(e) than in the event of such withdrawal of opinion, the Paying Agent shall promptly notify all Noteholders of such withdrawal.

(e) Notice to Noteholders of Change in Interest Rate Determination Method. When a change in the interest rate determination method is to be made as to any Series of Notes, the Paying Agent will notify the Noteholders of such Series by first class mail at least 15 but not more than 60 days before the effective date of the change. The notice will be accompanied by the Opinion of Bond Counsel required by Section 3(d)(1) or Section 3(d)(2), as the case may be. The notice will state:

(1) that the interest rate determination method will be changed and what the new method will be,

(2) the effective date of the new rate,

(3) a description of the new method and the maximum interest rate, that the Remarketing Agent will provide each new rate (and Commercial Paper Rate Period when applicable) upon request and describing how to make such request,

(4) the Interest Payment Dates and Record Dates in the new period,

(5) whether the Noteholders of such Series have a right to tender their Notes during the new period and, if they do, the procedures to follow, and

(6) that a mandatory redemption of the Notes of such Series will result on the effective date of the change as provided in the Notes, all the information required by this Ordinance to be included in a notice of redemption set forth in Section 11, that the owner may waive such redemption and the manner of waiving such redemption.

In addition, if the change is to a Fixed Rate, the notice will state

(1) the Determination Date,

(2) the name of the newspaper in which, and the date on which, the Fixed Rate will be published as provided below,

(3) the end of the Fixed Rate Period, which shall be the maturity date of the Notes of such Series,

(4) any ratings assigned the Notes of such Series by the Rating Agencies effective on the change,

(5) that during the Fixed Rate Period there will be no right to tender the Notes,

(6) the redemption provisions to which the Notes are subject during the Fixed Rate Period, and

(7) that during the Fixed Rate Period Notes may be issued in denominations of \$5,000 or integral multiples of \$5,000.

If the change is to a Fixed Rate, at least 5 Business Days before its effective date the Paying Agent will publish notice of the new rate in a financial newspaper customarily published each business day and generally circulated in the Borough of Manhattan in New York, New York.

In addition, if the change is to a Commercial Paper Rate, the notice will state

(1) during the Commercial Paper Rate Period there will be no right to tender the Notes of such Series,

(2) that on the last day of each Commercial Paper Rate Period the Notes of such Series will be redeemed unless the owner waives such redemption and setting forth the manner of waiving such redemption, and

(3) that no notice of any such redemption will be given to the Noteholder.

(f) Calculation of Interest. The Paying Agent will compute the amount of interest payable on the Notes from the rates supplied to the Paying Agent by the person setting them. The Remarketing Agent will notify the Paying Agent in writing or by telephone promptly confirmed by tested telex by 12:00 noon, New York City time,

(1) on the first Business Day after a month in which interest on the Notes is payable at a Daily Rate, of the Daily Rate for each day in such month,

(2) on the last Tuesday in each month (or if such Tuesday is not a Business Day, on the next Business Day) in which a Weekly Rate was set in such month,

(3) on the first Business Day of each Commercial Paper Rate Period, of the length thereof and the Commercial Paper Rate, and

(4) on the first Business Day after a Determination Date, of the Fixed Rate set on that Determination Date.

Using the rates supplied by this notice, the Paying Agent will calculate the interest payable on the Notes. The Remarketing Agent will inform the Paying Agent,

Comptroller and Bank orally at the oral request of any of them of any interest rate set by the Comptroller or the Remarketing Agent. The Comptroller will inform the Remarketing Agent of any interest rate set by the Comptroller. The Paying Agent will confirm the effective interest rate by telephone or in writing to any Noteholder who requests it in any manner.

The setting of the rates and the calculation of interest payable on the Notes as provided in this Ordinance will be conclusive and binding on all parties.

(g) The Notes and the certificate of authentication to be executed on the Notes by the Registrar are to be in substantially the form thereof set forth in Exhibit A hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by this Ordinance and provided, further, that in the issuance of any new Note resulting from a tender of a Note, or a portion thereof, which tendered Note has been previously called for redemption, in the preparation of such new Note the Registrar shall insert the redemption date rather than the stated maturity date for such Note.

(h) The Notes shall be subject to redemption at par and accrued interest prior to the maturity thereof, as follows:

(i) Each Series of the Notes shall be subject to optional redemption by the City on any Interest Payment Date, as a whole and pursuant to the procedures in Section 11 hereof.

(ii) All Notes (or if different Letters of Credit are issued in respect of separate Series of Notes, then all Notes of such Series) shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an event of default has occurred under the Reimbursement Agreement. If either of such events occur the Notes shall be called for mandatory redemption in accordance with the provisions of clause (b) of Section 11 hereof.

(iii) The Notes are subject to redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes".

(iv) The Series 1986C Notes shall be subject to mandatory redemption by the City, in part by lot, pursuant to the procedures in Section 11 hereof, on October 31, 1989, and in the amount of \$7,500,000.

In the event of the purchase by the City of less than all of the Series 1986C Notes for cancellation as provided in clause (j) of this Section 3, the principal amount of such Series 1986C Notes to be paid at maturity in 1990 or required to be mandatorily redeemed shall be reduced in the inverse order of such payment at maturity or mandatory redemption, as the case may be.

(i) Any Noteholder of a Note bearing interest at a Daily Rate or at a Weekly Rate has the right, subject to the provisions of the second succeeding paragraph, to tender a Note, or a portion thereof, provided that such portion is \$100,000 or any multiple thereof, for payment and to receive payment therefor, all as provided in the form of the Notes.

The Paying Agent shall deposit in the Custody Account any Notes tendered and not remarketed by the Remarketing Agent and the Registrar shall register any such Notes in the name of the Bank in the books of the Registrar kept pursuant to Section 8 hereof. Such Notes shall not be remarketed unless the Paying Agent shall have received an Opinion of Bond Counsel stating that such remarketing will not adversely affect the exemption of interest on such Notes from federal income taxation.

If an Event of Default, as defined in Section 32 hereof, has occurred and is continuing, and the Trustee has notified the paying Agent that it has given Notice by Mail to the Noteholders of a declaration that all the Notes are due and payable as provided in Section 32 hereof, none of the Notes shall be subject to tender prior to the maturity thereof.

Provided that sufficient funds are available on such date of tender for the payment of the principal amount of and accrued interest on any Note, or portion thereof, for which proper notice of tender has been given to the Paying Agent, then whether or not such Note shall have been delivered to the Paying Agent, from and after such date such Note, or portion thereof, shall cease to bear interest and shall no longer be deemed to be Outstanding hereunder. If (i) the Noteholder has not specified the number of the Note, or portion thereof, for which such notice of tender has been given, (ii) such Noteholder fails to tender such Note, or portion thereof, for which proper notice of tender has been given and (iii) such Noteholder is the owner of Notes of the Series regarding which such notice of tender has been given in excess of the amount for which such tender notice has been given, the Registrar in its absolute discretion is authorized to determine which of such Notes, or portions thereof, of such Series owned by such Noteholder shall be deemed tendered and no longer Outstanding. The Registrar shall give prompt telephonic, telex or telegraphic notice of such determination to such Noteholder, the Paying Agent and the Remarketing Agent; provided, however, that if such notice is by telephone, such notice shall be promptly confirmed in writing. Any such determination by the Registrar shall be conclusive and binding on the Paying Agent, Remarketing Agent and such Noteholder and his successors and assigns. The Registrar is authorized to issue a new Note in lieu of such Note as to which tender notice has been received as if such Note had been tendered.

(j) The City, acting through its Comptroller, reserves the right to purchase for cancellation any Note tendered for payment pursuant to clause (i) of Section 3 or to purchase any Note held in the Custody Account, upon notice to the Paying Agent and the Remarketing Agent given by irrevocable telephone, telex or telegraphic communication by the Comptroller not later than 2:00 P.M. on the Business Day preceding such day of purchase stating the principal amount and Series of Notes to be purchased; provided, however, that if such notice is by telephone such notice shall be promptly confirmed in writing by the Comptroller.

Any Notes so purchased for cancellation shall be selected first from Notes on deposit in the Custody Account and thereafter from any Notes as such become available upon tender.

(k) The Notes shall be issuable only as fully registered Notes (registered both as to principal and interest and not registered to "Bearer") in the denomination of \$100,000 or integral multiples thereof, except notes bearing interest at a Fixed Rate which shall be in the denomination of \$5,000 or integral multiples thereof. Notes of each Series (i) shall be numbered from 1 consecutively upwards, (ii) shall contain an appropriate prefix to such numbers to identify such Series, and (iii) shall be of a different color than the color of the Notes for any other Series.

The principal of Notes shall be payable to the Noteholders upon presentation and surrender of such Notes as they respectively become due at the Principal Office of the Paying Agent. Interest on Notes shall be paid to the Noteholders on the Interest Payment Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to the address of such Noteholder as it appears on the registration books maintained pursuant to Section 8 hereof. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Such payment of interest shall be to the Noteholders of record on the registration books maintained pursuant to Section 8 hereof as of the close of business on the Record Date; except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Noteholders in whose name any such Notes (or any Note or Notes issued upon transfer or exchange thereof) are registered at the close of business on the Business Day next preceding the date of payment of such defaulted interest.

All Notes will be dated the date of their authentication.

Interest on the Notes will accrue and be payable during the periods and at the times provided for in the form of the Notes.

Execution of Notes.

SECTION 4. Each of the Notes shall be signed and executed on behalf of the City by the facsimile signatures of the Mayor and the City Comptroller and attested by the facsimile signature of its City Clerk, and the corporate seal of the City shall be impressed, printed or

lithographed on each Note. The Notes bearing the facsimile signatures of individuals who were at the time of the execution thereof the proper officers of the City shall bind the City notwithstanding that such individuals shall cease to hold such offices prior to the registration, authentication or delivery of such Notes or shall not have held such offices at the dated date of such Notes.

Delivery and Registration.

SECTION 5. No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided in Exhibit A hereto, executed by the Registrar by manual signature, and such certificate upon any such Note shall be conclusive evidence, and the only evidence that such Note has been duly authenticated, registered and delivered.

General Obligation.

SECTION 6. Each Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. Each Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

The City shall promptly cause to be paid the principal of and interest on each Note issued pursuant to this Ordinance at the place, at the time and in the manner provided herein and in the Notes to the true intent and meaning thereof.

*Lost, Destroyed, Improperly Cancelled or
Undelivered Notes.*

SECTION 7. If any Note, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Registrar may authenticate a new Note of like Series, date and denomination and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Registrar and (b) in the case of any lost Note or Note destroyed in whole, there shall be first furnished to the Registrar evidence of such loss or destruction, together with indemnification of the City, the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, satisfactory to such Registrar. In the event any lost, destroyed or improperly cancelled Note shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Note, the Registrar shall pay the same without surrender thereof if there shall be first furnished to the Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Note, the Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Registrar may charge the Noteholder with the Registrar's reasonable fees and expenses on connection with any transaction described in this Section 7 except for improper cancellation by the Registrar.

If a Note is called for redemption and the City elects to purchase the Note in lieu of redemption as provided in Section 11 and funds are deposited with the Paying Agent sufficient for the purchase, whether or not the Note called for redemption is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be entitled to the benefits or security of this Ordinance and shall have recourse solely to the funds held by the Paying Agent for the purchase of such Note and the Registrar shall not register any further transfer of such Note by such prior holder.

All Notes shall be owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, destroyed or improperly cancelled Notes, notwithstanding any law or statute now existing or hereafter enacted.

Transfer, Registration and Exchange of Notes.

SECTION 8. The Registrar shall maintain and keep, at its Principal Office, books for the registration and transfer of Notes, which at all reasonable times shall be open for inspection by the City and the Trustee. The Registrar shall make all necessary provisions to permit the exchange or registration of transfer of Notes at its Principal Office on the same Business Day on which such Notes are presented to it.

The transfer of any Note shall be registered upon the books of the Registrar at the written request of the Noteholder or his attorney duly authorized in writing, upon surrender thereof at the Principal Office of the Registrar, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Noteholder or his duly authorized attorney and instructions to the Paying Agent as to the method of payment requested.

The City, the Trustee, the Paying Agent, the Registrar and the Remarketing Agent may deem and treat the Noteholder as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on, or the purchase price of, such Note and for all other purposes, and neither the City, the Trustee, the Paying Agent, the Registrar nor the Remarketing Agent shall be affected by any notice to the contrary. All such payments so made to any such Noteholder shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Notes, upon surrender thereof at the Principal Office of the Registrar may, at the option of the Noteholder, be exchanged for an equal aggregate principal amount of Notes of any authorized denomination of the same Series and bearing interest pursuant to the same Interest Rate Determination Method as all other Notes of such Series.

In all cases in which the privilege of exchanging Notes or registering the transfer of Notes is exercised, the City shall execute and the Registrar shall authenticate and deliver Notes in accordance with the provisions of this Ordinance. For every such exchange or registration of transfer of Notes, whether temporary or definitive, the Registrar may make a charge only in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, which

sum or sums shall be paid by the person requesting such exchange or registration of transfer as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer. During any Fixed Rate Period the Registrar shall not be obligated to make any such exchange or registration of transfer of Notes during the ten (10) days next preceding the date of the mailing of notice of any proposed redemption of Notes nor shall the Registrar be required to make any exchange or registration of transfer of any Notes called for redemption.

Upon each registration of transfer of a Note bearing interest at a Commercial Paper Rate, the Paying Agent shall give written notice to the transferee that (a) no notices of the length of any Commercial Paper Rate Period or the Commercial Paper Rate borne by his Note during such period will be given to the owner of the Note, but that such information may be obtained, upon request, from the Remarketing Agent and setting forth the manner that such information may be obtained, (b) any Note bearing interest at a Commercial Paper Rate will be redeemed on its interest Payment Date unless the owner chooses to waive such redemption and setting forth the manner in which such redemption may be waived and (c) that no notice of any such redemption will be given to the Noteholder.

Upon each registration of transfer while the Notes bear interest at a Commercial Paper Rate, or at any time the Paying Agent comes into possession of a Note bearing interest at a Commercial Paper Rate, the Paying Agent prior to any delivery of such Note to a Noteholder will attach, to the extent not already attached, and will make the appropriate insertions in, the Schedule attached to the form of Note in Exhibit A.

Temporary Notes.

SECTION 9. Pending the preparation of definitive Notes, the City may execute and the Registrar shall authenticate and deliver temporary Notes. Temporary Notes may be issuable as Notes of any authorized denomination and substantially in the form of the definitive Notes but with omissions, insertions and variations as may be appropriate for temporary Notes, all as may be approved by the City, as evidenced by the execution and delivery thereof. Temporary Notes may contain such reference to any provisions of this Ordinance as may be appropriate. Every temporary Note shall be executed by the City and be authenticated by the Registrar upon the same conditions and in substantially the same manner, and with like effect, as the definitive Notes. As promptly as practicable the City shall execute and shall furnish definitive Notes and thereupon temporary Notes may be surrendered in exchange therefor without charge at the Principal Office of the Registrar, and the Registrar shall authenticate and deliver in exchange for such temporary Notes a like aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged the temporary Notes shall be entitled to the same benefits under this Ordinance as definitive Notes.

Cancellation of Notes.

SECTION 10. All Notes which shall have been surrendered to the Paying Agent for payment or redemption, and all Notes which shall have been surrendered to the Registrar for exchange or registration of transfer, shall be cancelled by the Registrar. The Registrar shall furnish to the City, the Trustee, the Paying Agent, the Bank and the Remarketing Agent, a certificate evidencing such cancellations and specifying such Notes by number.

*Procedure for Redemption and Purchases in Lieu of
Redemption.*

SECTION 11. (a) In the event any of the Notes are called for redemption pursuant to subclause (i) of clause (h) of Section 3, and the Paying Agent has received from the City notice of such redemption at least 45 days prior to the redemption date, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent) and, if less than all of the Notes are to be redeemed, the Series designation so to be redeemed, (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail to the Noteholders at least thirty (30) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(b) In the event any of the Notes are called for redemption pursuant to subclause (ii) of clause (h) of Section 3 hereof, within five Business Days after the receipt by the Paying Agent of the notice to be given by the Bank pursuant to such subclause, the Paying Agent shall give notice, in the name of the City, of the redemption of such Notes, which shall: (i) specify the Notes, or Series of Notes, to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent), (ii) state any condition to such redemption, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Notes, or Series of Notes, to be redeemed shall cease to bear interest. Such notice may set forth additional information relating to such redemption. Unless the Paying Agent shall have received notice from the Bank rescinding the notice given pursuant to subclause (ii) of clause (h) of Section 3 of this Ordinance, notice shall be given by mail to the Noteholders not less than five (5) days nor more than ten (10) days prior to the date fixed for redemption, with a copy thereof to the City, the Bank, the Trustee and the Remarketing Agent; provided, however, that failure duly to give such notice by mail to any particular Noteholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Notes for which notice has been properly given. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then, upon presentation and surrender of Notes so called for redemption at the place or places of payment, such Notes shall be redeemed.

(c) When Notes are called for redemption pursuant to the paragraphs in the Notes captioned, "Mandatory Redemption at Beginning of Fixed Rate Period", "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" or "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate

on the Notes", and the Notes provide that they will be redeemed or purchased by the City, the City may direct the purchase of some of or all the Notes called for redemption if it gives a notice to the Paying Agent and the Bank by the day before the redemption date that it wishes the Notes to be purchased, the principal amount of which is specified in the notice. The Paying Agent will purchase Notes called for redemption pursuant to the paragraph in the Notes captioned, "Mandatory Redemption on Each Interest Payment Date During Commercial Paper Period" unless otherwise instructed in writing by the City before the redemption date.

(d) When Series 1986C Notes are called for redemption as provided in Section 3(h)(iv) hereof, the particular Series 1986C Notes to be mandatorily redeemed shall be selected by the Registrar in denominations of \$100,000 or any integral multiple thereof.

If it is determined that one or more, but not all, of the \$100,000 units of principal amount represented by any Series 1986C Note is to be called for redemption, then, upon notice of intention to redeem such \$100,000 unit or units, the Noteholder shall forthwith surrender such Series 1986C Note to the Paying Agent for (i) payment to such Noteholder the redemption price of the \$100,000 unit or units of principal amount called for redemption and (ii) delivery to such Noteholder of a new Series 1986C Note or Notes in the aggregate principal amount of the unredeemed balance of the principal amount of such Series 1986C Note, without charge therefor.

If the Noteholder of any such Series 1986C Note of a denomination greater than \$100,000 shall fail to present such Series 1986C Note to the Paying Agent for payment and exchange as aforesaid, such Series 1986C Note shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$100,000 unit or units of principal amount called for redemption (and to that extent only).

(e) Notes purchased pursuant to tenders as provided in the Notes or in lieu of redemption as provided in the foregoing Section will be offered for sale by the Remarketing Agent as provided in this Section except as follows:

(i) Notes purchased pursuant to a tender after having been called for redemption pursuant to subclause (ii) of clause (h) of Section 3 will be canceled.

(ii) Notes called for redemption under "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate" in the Notes may be remarketed before the redemption date only if the buyer receives a copy of the redemption notice.

(iii) Notes deposited in the Custody Account may be remarketed only if the Opinion of Bond Counsel required by the second paragraph of Section 3(i) is provided to the Paying Agent.

(iv) Notes will be offered for sale under this Section during the continuance of an Event of Default or an event which with the passage of time or the giving of notice or both may become an Event of Default only in the sole discretion of the Remarketing Agent.

(f) Any Notes, or portions thereof, which have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders.

No Partial Redemption of Notes After Default.

SECTION 12. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default defined in clause (a), (b) or (c) of the first paragraph of Section 32 hereof, there shall be no redemption of less than all of the Notes at the time Outstanding.

Creation of Note Fund.

SECTION 13. There is hereby created and established a trust fund to be designated "City of Chicago General Obligation Tender Notes, Series 1986, Note Fund." The Note Fund shall be held by the Trustee on behalf of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear. The Note Fund shall contain the following three accounts: the Series 1986A Notes Account; the Series 1986B Notes Account; and the Series 1986C Notes Account.

Deposits into Note Fund.

SECTION 14. The City shall deposit into the appropriate account within the Note Fund the moneys pledged under this Ordinance to the reimbursement of the Bank for the payment of the Notes under the Letter of Credit or for the payment of the Series 1986A Notes when necessary, unless a levy has been made as provided in Section 21 hereof, in which case, as such moneys become available, and as to the Series 1986B and Series 1986C Notes as such moneys become available and in accordance with the provisions of the Reimbursement Agreement. As to the Series 1986A Notes, such moneys shall consist of any funds lawfully available for the purpose of reimbursing the Bank for such payments under the Letter of Credit or for the purpose of paying principal of and interest on the Series 1986A Notes, which moneys shall include the proceeds of the collection of the taxes levied, if any, pursuant to Section 21 hereof. As to the Series 1986B Notes, such moneys shall consist of that part of the proceeds of the collection of the taxes levied for the year 1986 pledged by the City pursuant to Section 22 hereof. As to the Series 1986C Notes, such moneys shall consist of the proceeds of the collection of the taxes levied pursuant to Section 23 hereof and other moneys of the City legally available therefor.

The City may deposit lawfully available funds into any account of the Note Fund and may use lawfully available funds for the direct reimbursement of the Bank for the payment of Notes under the Letter of Credit or for direct payment to the Paying Agent for the payment of the principal of and interest on the Notes if the Bank fails to honor a proper draw on the Letter of Credit.

Use of Moneys in the Note Fund.

SECTION 15. Moneys deposited in the separate accounts within the Note Fund shall be remitted by the Trustee to the Bank in an amount sufficient, to the extent available

therein, to reimburse the Bank for any draw under the Letter of Credit in accordance with the provisions of the Letter of Credit and the Reimbursement Agreement.

Any notification by the Bank to the Trustee in respect of prepayment of advances pursuant to the provisions of the Letter of Credit and Reimbursement Agreement shall constitute an authorized instruction to transfer funds to the Bank. If such notice is received by the Trustee prior to 2:00 P.M. the Trustee shall, to the extent sufficient funds are available in the appropriate account of the Note Fund, remit immediately available funds on such day to the Bank.

Moneys on deposit in the Note Fund shall be used to pay principal, interest or a tender or redemption price directly to the Paying Agent only at such time as the Bank has failed to honor a proper draw under the Letter of Credit. In all other events, principal, interest and tender and redemption prices on the Notes shall be paid first from the proceeds of the Letter of Credit, and moneys on deposit in the Note Fund shall be used to reimburse the Bank pursuant to the terms of Reimbursement Agreement.

In no event shall the Trustee remit any funds in any of the three accounts within the Note Fund to the Bank for the purpose of reimbursing the Bank for any draw on the Letter of Credit for the payment of principal or interest on the Notes or for purchase of any Note which is not payable from the particular account within the Note Fund or remit any funds in any of the three accounts within the Note Fund to the Paying Agent for the purpose of paying principal or interest on the Notes or for the purchase of any Note which is not payable from the particular account within the Note Fund. Payments from such accounts shall be made only to and for purposes for which such accounts have been created and designated.

Letter of Credit.

SECTION 16. (a) The Paying Agent, acting independently of the City but on behalf of and for the benefit of the Noteholders, shall draw moneys under the Letter of Credit in accordance with the terms thereof to make timely payments of principal of the Notes required to be made whether upon stated maturity or upon redemption and interest on the Notes on any Interest Payment Date.

(b) The Paying Agent shall also draw moneys under the Letter of Credit in accordance with the terms thereof to meet the requirements of Section 3(i) and Section 11(c) hereof.

On the date on which any Series of Notes bears interest at the Commercial Paper Rate, and on the first Business Day of each calendar month thereafter while such Series of Notes bears interest at a Commercial Paper Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 66 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Commercial Paper Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes

were outstanding at all times during such period and bore interest at the maximum rate of interest on the Notes permitted by the Reimbursement Agreement.

On the first Business Day of each calendar month after any Series of Notes bears interest at a Fixed Rate and if the amount available to be paid under the Letter of Credit in respect of interest on the Notes is not in excess of 66 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement, the Paying Agent shall draw under the Letter of Credit an amount which would be sufficient to cause the amount on deposit in the appropriate account of the Service Fund on such day to equal the accrued and unpaid interest on the Series of Notes outstanding on such date bearing interest at the Fixed Rate plus the interest which would accrue on such Series of Notes from such date to and including the first Business Day of the following calendar month if such Series of Notes were outstanding at all times during such period and bore interest at the rate of interest on the Notes.

(c) The City may, at its election and with the approval of the City Council, deliver to the Paying Agent an Alternate Letter of Credit provided that (i) the conditions precedent to such delivery as specified in the definition of Alternate Letter of Credit are satisfied; (ii) the City shall notify the Trustee, Paying Agent, Remarketing Agent and Bank not less than 30 days prior to the delivery thereof of its intent to deliver an Alternate Letter of Credit; and (iii) the Paying Agent shall give Notice by Mail to Noteholders of the intended delivery of such Alternate Letter of Credit not less than 15 days prior to the delivery of such Alternate Letter of Credit. Upon satisfaction of the preceding provisions the Paying Agent shall accept such Alternate Letter of Credit and promptly surrender the previously held Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. If at any time there shall cease to be any Notes Outstanding hereunder, the Paying Agent shall promptly surrender the Letter of Credit to the Bank, in accordance with the terms of such Letter of Credit, for cancellation. The Paying Agent shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

(d) Following the receipt by the Paying Agent and the Remarketing Agent of a Noteholder's notice of intention to tender a Note as provided in clause (i) of Section 3 hereof, the Paying Agent shall, not later than 11:45 A.M., on the day on which such Note is to be tendered as provided in such notice, draw on the Letter of Credit an amount sufficient to pay the principal of and accrued interest on such Note to be tendered or deemed tendered. No later than 1:00 P.M. on the day on which such Note is to be tendered as provided in such notice, the Remarketing Agent shall notify the Paying Agent of the principal amount of the Notes which have been remarketed. No later than 2:00 P.M. on such day the Remarketing Agent shall pick up and pay for the remarketed Notes in immediately available funds, which funds shall be held for the benefit of the Bank. Any Notes not remarketed shall be deposited in the Custody Account until remarketed or purchased by the City pursuant to clause (j) of paragraph 3 hereof.

(e) Upon instructions from the Comptroller or the Trustee, the Paying Agent shall give telex, telegraphic or telephonic notice, such telephonic notice to be promptly confirmed in writing, to the Bank, Trustee, City, Remarketing Agent and the Registrar of any reduction in the amount of the Letter of Credit as a result of the payment or provision for payment of Notes, whether at maturity or upon redemption, or the cancellation of Notes pursuant to clause (j) of Section 3 hereof.

(f) So long as any of the Notes are Outstanding in accordance with the provisions hereof the City covenants to maintain the Letter of Credit in an amount sufficient to make timely payments of the principal of and interest on the Notes when due under the provisions hereof. The amount available to be paid under the Letter of Credit in respect of interest on the Notes shall be determined by the Comptroller and shall not exceed 215 days interest on the Notes at the maximum rate of interest permitted to be borne by the Notes pursuant to the provisions of the Reimbursement Agreement.

Custody of Note Fund; Withdrawal of Moneys.

SECTION 17. The Trustee shall keep custody of the Note Fund and shall withdraw moneys from the Note Fund only for the purposes and in accordance with the provisions of Sections 15, 20 and 46 hereof. Pending the need for the funds in the Note Fund, the Trustee shall invest such funds in any investments permitted by the Reimbursement Agreement upon the direction of the Treasurer. The income from such investments shall be credited to the particular account within the Note Fund from which the investment was made.

All moneys required to be deposited with or paid to the Trustee for deposit into the Note Fund under any provisions hereof, all moneys withdrawn from the Note Fund or drawn under the Letter of Credit and held by the Trustee, and all investments held as a part of the Note Fund, shall be held by the Trustee, in trust for the benefit of the City, the Bank, the Noteholders, the Paying Agent, the Registrar and the Trustee, as their interests may appear.

Notes Not Presented for Payment.

SECTION 18. In the event any Notes shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if moneys sufficient to pay such Notes are held by the Paying Agent for the benefit of the Noteholders, the Paying Agent shall segregate and hold such moneys in the Service Fund, without liability for interest thereon, for the benefit of Noteholders who shall (except as provided in the following paragraph) thereafter be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Ordinance or relating to said Notes.

Any moneys which the Paying Agent shall segregate and hold in trust for the payment of the principal of or interest on any Note and which shall remain unclaimed for two years after such principal or interest has become due and payable shall, upon the City's, and, so long as the Reimbursement Agreement is in effect, the Bank's, written request to the Paying Agent, be paid to the City. After the payment of such unclaimed moneys to the City, the Noteholder shall thereafter look only to the City for the payment thereof, and all liability of the Trustee, the Paying Agent and the Bank with respect to such moneys shall thereupon cease.

Creation of Service Fund.

SECTION 19. Any moneys held by the Paying Agent representing moneys drawn under the Letter of Credit or paid over to the Paying Agent by the Trustee or the City, shall be

held in trust by the Paying Agent in a trust account on behalf of the City and the Noteholders, as their interests may appear, and to be designated "City of Chicago General Obligation Tender Notes, Series 1986, Service Fund" (the "Service Fund"). The Service Fund shall contain the following three accounts: the Series 1986A Notes Account, the Series 1986B Notes Account and the Series 1986C Notes Account. Moneys shall be deposited in the appropriate account reflecting the Series of Notes for which such moneys were received. The Paying Agent shall keep custody of the Service Fund and shall withdraw money therefrom only for the purpose of paying the principal of and interest on the Notes and for the purpose and in accordance with the provisions of Sections 18 and 20 hereof.

Pending the need for the funds in the Service Fund, the Paying Agent may invest such funds, at the direction of the Comptroller, in general obligations of, or obligations the principal of and interest on which are fully guaranteed as to timely payment by, the United States of America, which obligations shall have maturities not in excess of thirty (30) days from the date of such investment.

All amounts invested shall mature so as to insure timely payment on the Notes.

Payment to City.

SECTION 20. Any moneys remaining in the Note Fund after the right, title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, shall be paid to the City.

Except as provided in the last paragraph of Section 18 hereof, after all covenants, agreements and obligations of the City to the Noteholders shall have ceased, terminated and become void and shall have been satisfied and discharged in accordance with the provisions hereof, any moneys remaining in the Service Fund shall be paid to the City.

Any moneys remaining in any account of the Note Fund or held by the Trustee or the Paying Agent for a particular series of the Notes shall be paid to the City after the right or title and interest of the Trustee, the Paying Agent, the Bank, the Remarketing Agent and the Registrar, as the case may be, and all covenants, agreements and other obligations of the City to the Noteholders of such series shall have been satisfied and discharged in accordance with the provisions hereof.

The Trustee and the Paying Agent shall be entitled to rely upon notice from or confirmation by each individual entity that its interests have been satisfied in releasing such moneys.

*Tax Levy for Reimbursement of the Bank for Drawings to
Pay the Series 1986A Notes or for the Payment of
the Series 1986A Notes.*

SECTION 21. Unless the Comptroller shall certify to the Bank on or before December 1, 1986, that sufficient funds are legally available and will be used to reimburse the Bank on

December 31, 1986 for a drawing or drawings under the Letter of Credit to pay the principal of and interest on the Series 1986A Notes, or to pay the principal of and interest on Series 1986A Notes, a tax levy ordinance shall be adopted by the City Council and a certified copy thereof filed with the County Clerks of Cook and DuPage Counties, Illinois, and a certified copy thereof mailed to the Bank, on or before December 31, 1986, such ordinance to levy an amount sufficient to reimburse the Bank for such drawing or drawings on or before December 31, 1987 or to pay the principal of and interest on the Series 1986A Notes if the Bank has failed to honor a proper draw under the Letter of Credit. If such reimbursement obligation or payment of principal of and interest on the Series 1986A Notes is thereafter paid from any other funds or revenues of the City prior to the extension date for such levy such taxes so levied shall be abated.

The City Treasurer is hereby ordered and directed to deposit the proceeds of such taxes, if levied and collected, into the Note Fund in accordance with the terms of the Reimbursement Agreement.

*Pledge of Taxes for Reimbursement of the Bank for Drawings to
Pay the Series 1986B Notes or for the Payment of the Series
1986B Notes From the Proceeds of Certain Taxes Levied
for the Year 1986.*

SECTION 22. From the proceeds of taxes levied by the City for the year 1986 for the Corporate Fund, Chicago Public Library (Maintenance and Operation) Fund, City Relief (General Assistance) Fund, Judgment Fund and Chicago Public Library (Building and Sites) Fund, the City Treasurer is hereby ordered and directed to deposit proceeds thereof into the Note Fund in an amount sufficient to reimburse the Bank in accordance with the terms of the Reimbursement Agreement or to pay the principal of and interest on the Series 1986B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

The City covenants that it will make no further borrowings payable from the proceeds of the taxes levied for the purposes referred to in this Section unless such borrowings are junior and subordinate in all respects to the City's obligation to reimburse the Bank for any draw under the Letter of Credit for the purpose of paying principal of and interest on the Series 1986B Notes or to pay principal of and interest on the Series 1986B Notes if the Bank has failed to honor a proper draw on the Letter of Credit.

*Levy of Taxes for Reimbursement of the Bank for Drawings
to Pay the Series 1986C Notes or for the Payment
of the Series 1986C Notes.*

SECTION 23. For the purpose of providing the funds required to reimburse the Bank for the payment of drawings to pay the principal of and interest (calculated at 6% per annum) on the Series 1986C Notes promptly as the same become due at maturity, or to pay the principal and interest on the Series 1986C Notes if the Bank has failed to honor a proper draw on the Letter of Credit there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

For the Year	A Tax Sufficient to Produce the Sum of:
1986	\$4,050,000 for interest from February 1, 1986 to April 30, 1988
1987	\$1,800,000 for interest
1988	\$9,300,000 for interest and principal
1989	\$23,175,000 for interest and principal

The City Treasurer is hereby ordered and directed to deposit the proceeds of such taxes so levied into the Note Fund in accordance with the terms of the Reimbursement Agreement.

Appropriations.

SECTION 24. The City shall appropriate amounts sufficient to reimburse the Bank at the times and in the amounts as provided in the Reimbursement Agreement and to pay the fees and expenses of the Trustee, Paying Agent, Remarketing Agent and Registrar in a timely manner and the City hereby covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

Insufficiency of Taxes to Pay Reimbursement Obligations and the Letter of Credit Note.

SECTION 25. In the event that proceeds of the taxes levied or to be levied hereunder are not available in time to make any payments when due under the Reimbursement Agreement, then the Comptroller and the Treasurer of the City are hereby directed to make such payments in accordance with the Reimbursement Agreement from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the taxes and when the proceeds of such taxes are received such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of its obligations under the Reimbursement Agreement and the Letter of Credit Note as the same become due.

The Letter of Credit Note shall be a direct and general obligation of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources. The Letter of Credit Note shall be payable, both principal and interest, from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

The City shall promptly cause to be paid its obligations under the Reimbursement Agreement and the Letter of Credit Note at the place, at the time and in the manner provided therein.

In the event a payment is made in accordance with the Reimbursement Agreement as set forth above, the Comptroller shall promptly notify the City Council and set forth the reasons requiring such payment.

Filing of Ordinance.

SECTION 26. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each year beginning in 1986 to and including 1989, to extend the taxes levied pursuant to Section 23 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

A copy of this Ordinance, duly certified by the City Clerk, shall also be filed with the Bank, the Paying Agent, the Remarketing Agent, the Registrar and the Trustee.

Disclosure Documents.

SECTION 27. The Mayor and the City Comptroller are hereby authorized to execute and deliver such disclosure documents with respect to the Notes as they shall deem appropriate on behalf of the City.

Proceeds of the Notes.

SECTION 28. The proceeds from the sale of the Notes shall be used as follows:

(a) From the proceeds of the Series 1986A Notes a sum sufficient shall be used to finance the current cash requirements of the City; provided, however, that \$50,000,000 of the proceeds shall be available immediately to meet current cash requirements and that the remaining \$50,000,000 shall be available for such purposes only upon the approval of the City Council.

(b) The proceeds of the Series 1986B Notes shall be deposited in the following funds of the City in the following amounts:

(i) Corporate Fund -- \$20,400,000;

(ii) Chicago Public Library (Maintenance and Operation) Fund -- \$28,000,000;

(iii) City Relief (General Assistance) Fund -- \$12,730,000;

(iv) Judgment Fund -- \$18,170,000; and

(v) Chicago Public Library (Building and Sites) Fund -- \$1,200,000;

and used for the purpose of paying amounts appropriated for such respective funds for the year 1986.

(c) The proceeds from the sale of the Series 1986C Notes shall be deposited in the appropriate funds of the City and used for the purpose of acquiring capital equipment as provided for in subclause (iii) of clause (b) of Section 3 hereof.

Performance of Covenants.

SECTION 29. The City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, in any and every Note executed, authenticated and delivered hereunder, in the Reimbursement Agreement, in the Letter of Credit Note and the Remarketing Agreement, and in all proceedings pertaining thereto.

No Transfer of Letter of Credit.

SECTION 30. The Paying Agent shall not sell, assign or transfer the Letter of Credit except to a successor Paying Agent under this Ordinance and except as provided herein or in the Letter of Credit.

Arbitrage and Tax Exemption Covenant.

SECTION 31. (a) The City covenants for the benefit of the purchasers of the Notes that it will not act so as to cause the proceeds of the Notes, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Notes (whether such moneys were derived from the proceeds of the sale of the Notes or from other sources) to be used in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 103(c)(2) of the Internal Revenue Code of 1954, as amended, or any comparable provision of any successor Internal Revenue Code of the United States of America.

(b) The City covenants for the benefit of the purchasers of the Notes that it will act with respect to the proceeds of the Notes, the earnings on the proceeds of the Notes and any other moneys on deposit in any fund or account maintained in respect of the Notes, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on the Notes to continue to be exempt from federal income taxation under Section 103 of the Internal Revenue Code of 1954, as amended, or any successor Internal Revenue Code of the United States of America.

Events of Default.

SECTION 32. Each of the following events shall constitute and is referred to in this Ordinance as an "Event of Default":

(a) a failure to pay the principal of the Notes when the same shall become due and payable at maturity, upon redemption or otherwise;

(b) a failure to pay an installment of interest on the Notes upon the day when the same shall become due;

(c) a failure to pay the principal of and accrued interest on any validly tendered Note under the provisions of clause (i) of Section 3 hereof, to the holder thereof upon the same Business Day such Note is tendered;

(d) a failure by the City to maintain the Letter of Credit as provided in this Ordinance;
or

(e) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (a), (b), (c), or (d) of this Section) contained in the Notes or in this Ordinance on the part of the City to be observed or performed, which failure shall continue for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Trustee and the City by Noteholders owning not less than 25% of the principal amount of Notes then Outstanding.

Upon the occurrence and continuance of any Event of Default described in the immediately preceding paragraph, the Trustee may, and at the written request of Noteholders owning not less than 25% in principal amount of Notes then outstanding, shall, by written notice to the City, the Remarketing Agent, the Paying Agent and the Bank, declare the Notes to be immediately due and payable, whereupon they shall, without further action, become and be immediately due and payable, anything in this Ordinance or in the Notes to the contrary notwithstanding, and the Trustee shall give notice thereof to the City and the Bank, and shall give notice thereof by Mail to all Noteholders owning Outstanding Notes.

Remedies.

SECTION 33. Upon the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, and upon the written request of the Bank or Noteholders owning not less than 25% in principal amount of the Notes then Outstanding and receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Noteholders, and require the City or the Bank to carry out any agreements with or for the benefit of the Noteholders and to perform its or their duties under this Ordinance and the Letter of Credit;

(b) bring suit upon the Notes; or

(c) by action or suit at law or in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Noteholders.

In the event that notice of the occurrence and continuance of an Event of Default has been mailed, as provided in Section 32 hereof, the Paying Agent shall assign the Letter of Credit to the Trustee and the Trustee shall pursue all remedies thereunder and hereunder and shall assume all duties of the Paying Agent and Registrar.

*Rescission of Notice of Acceleration; Restoration
to Former Position.*

SECTION 34. (a) The provisions of clause (b) of Section 11 are subject to the condition that any rescission and annulment of the consequences of the receipt of notice given pursuant to subclause (ii) of clause (h) of Section 3 hereof may constitute a rescission and annulment of the consequences thereof hereunder only if such notice of mandatory redemption shall not have been given by Mail to the Noteholders as provided herein. Prompt notice of such rescission and annulment shall be given, if received by the Paying Agent prior to the notice by Mail to the Noteholders of such mandatory redemption, to the City, the Trustee, the Bank and the Remarketing Agent.

(b) In the event that any proceeding taken by the Trustee to enforce any right under this Ordinance shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bank, the Noteholders, the Paying Agent, the Registrar and the Remarketing Agent respectively, and all rights, remedies and powers of each of such parties shall continue as though no such proceeding had been taken.

Noteholders' Right to Direct Proceedings.

SECTION 35. Anything in this Ordinance to the contrary notwithstanding, the Noteholders owning a majority in principal amount of the Notes then Outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Ordinance or exercising any trust or power conferred on the Trustee by this Ordinance.

Limitation on Noteholders' Right to Institute Proceedings.

SECTION 36. No Noteholder, in its capacity as such, shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on said Notes, unless such Noteholder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless also Noteholders of not less than 25% in principal amount of the Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute said suit, action or proceeding shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of said suit, action or proceeding; it being understood and intended that no one or more of the Noteholders shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder or under the Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Noteholders.

No Impairment of Right to Enforce Payment.

SECTION 37. Notwithstanding any other provision in this Ordinance, the right of any Noteholder to receive payment of the principal of and interest on such Note, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates shall not be impaired or affected without the consent of such Noteholder.

Proceedings by Trustee Without Possession of Notes.

SECTION 38. All rights of action (including the right to file proof of claims) under this Ordinance or under any of the Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Noteholders, subject to the provisions of this Ordinance.

No Remedy Exclusive.

SECTION 39. No remedy herein conferred upon or reserved to the Trustee, the Bank or to Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No Waiver of Remedies.

SECTION 40. No delay or omission of the Trustee, the Bank or of any Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereunder to the Trustee, to the Bank and to the Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Application of Moneys.

SECTION 41. Any moneys received by the Trustee, by any receiver or by any Noteholder pursuant to any right given or action taken under the provisions hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee or the Paying Agent, such receiver or Noteholder, shall be deposited in the Note Fund and all moneys so deposited in the Note Fund during the continuance of an Event of Default (other than moneys for the payment of Notes which had matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(a) Unless the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied (i) first, to the payment to the persons entitled thereto of all installments of interest then due on the Notes, with interest on overdue installments, if lawful, at the rate of six percent per annum, in the order of maturity of the installments

of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and (ii) second, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes which shall have become due (other than Notes called for redemption for the payment of which money is held pursuant to the provisions of the Ordinance) with interest on such Notes at the rate of six percent per annum from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal of all the Notes shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, with interest on overdue interest and principal, as provided in clause (a) of this Section 41, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege. If principal and interest on the Notes and all other payments under this Ordinance have been paid, any amounts remaining shall be paid to the Bank, but only to the extent that funds are owed to the Bank as a result of draws on the Letter of Credit.

(c) If the principal of all the Notes shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of clause (b) of Section 34, then, subject to the provisions of clause (b) of this Section 41 which shall be applicable in the event that the principal of all the Notes shall later become due and payable, the moneys shall be applied in accordance with the provisions of clause (a) of this Section.

Whenever moneys are to be applied pursuant to this Section 41, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by Mail to all Noteholders owning Outstanding Notes and shall not be required to make payment to any Noteholder until such Note shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Severability of Remedies.

SECTION 42. It is the purpose and intention of this Ordinance to provide rights and remedies to the Trustee, the Bank and the Noteholders which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee, the Bank

and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Ordinance and by law.

Acceptance of Duties.

SECTION 43. The City hereby appoints Continental Illinois National Bank and Trust Company of Chicago, as Trustee and Irving Trust Company, as Paying Agent and Registrar for the purposes and upon the express terms and conditions set forth herein. The acceptance of the Trustee shall be evidenced by its execution of an acceptance of such trust and the acceptance of the Paying Agent and the Registrar shall be evidenced by its execution of an acceptance of such duties. No implied covenants or obligations shall be read into this Ordinance against the Trustee or the Paying Agent or the Registrar. The City and the Noteholders by their delivery and acceptance of delivery of any of the Notes agree to the terms set forth in the Ordinance.

No Responsibility for Recitals.

SECTION 44. The recitals, statements and representations contained in this Ordinance or in the Notes, save only the Registrar's authentication upon the Notes, shall be taken and construed as made by and on the part of the City, and not by the Trustee or the Paying Agent and Registrar, and the Trustee and the Paying Agent and Registrar do not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

Limitations on Liability.

SECTION 45. The Trustee or Paying Agent or Registrar may execute any of the trusts or powers hereof and perform the duties required hereunder by or through attorneys, agents or receivers, and shall be entitled to, and may rely upon, written advice of counsel concerning all matters of trust and duty hereunder, and the Trustee or Paying Agent or Registrar shall not be answerable for the negligence or misconduct of any such attorney or agent selected with reasonable care. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Ordinance and no others. The Trustee shall not be answerable for the exercise of any discretion or power under this Ordinance or for anything whatsoever in connection with the trust created hereby, except only for its own negligence or bad faith. The Trustee or Paying Agent or Registrar shall not be accountable for the use or application of the proceeds of any of the Notes issued hereunder.

The Registrar and the Paying Agent shall at all times have and perform only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Registrar or the Paying Agent. Neither the Registrar nor the Paying Agent nor any of their respective officers, employees, attorneys or agents shall be liable to the City, any Noteholder, the Remarketing Agent or the Bank for any action taken or omitted to be taken hereunder except for negligence or wilful misconduct provided that this sentence does not extend the duties established by, or limit the exculpatory effect of, any other provision of this Ordinance, and provided further that the Paying Agent and Registrar shall not be liable for any error of judgment made in good faith by an officer of the Paying Agent and Registrar.

Compensation, Expenses and Advances.

SECTION 46. The Trustee, the Paying Agent and the Registrar under this Ordinance shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including the reasonable compensation and the expenses and disbursements of their agents and counsel) reasonably incurred in connection therewith except as a result of their negligence or bad faith. The City shall have the right to contest in good faith any fees or expenses of the Trustee, the Paying Agent and the Registrar without creating a default hereunder. If an Event of Default under this Ordinance shall otherwise exist, the Trustee, the Registrar and the Paying Agent shall have, in addition to any other rights hereunder, a claim, prior to the claim of the Noteholders and the Bank, for the payment of their compensation and the reimbursement of their expenses and any advances made by them, as provided in this Section, upon the moneys and obligations in the Note Fund, except for proceeds of drawings under the Letter of Credit and except for moneys or obligations deposited with or paid to the Paying Agent for the redemption or payment or purchase of tendered Notes which are deemed to have been paid in accordance with the provisions hereof and funds held pursuant to Section 18 hereof.

The Remarketing Agent shall be entitled to compensation and the reimbursement of expenses as provided in the Remarketing Agreement.

Notice of Events of Default.

SECTION 47. The Trustee shall not be required to take notice, or be deemed to have notice, of any default or Event of Default under this Ordinance other than an Event of Default under clause (a), (b), (c) or (d) of the first paragraph of Section 32 hereof, unless specifically notified in writing of such default or Event of Default by Noteholders owning at least 25% in principal amount of the Notes then Outstanding.

The Paying Agent shall give telegraphic or telex or telephonic notice to the Trustee, promptly confirmed in writing, of any Event of Default under clause (a) and (b) or, upon having notice thereof, (c) of the first paragraph of Section 32 hereof.

Several Capacities.

SECTION 48. Anything in this Ordinance to the contrary notwithstanding, the same entity shall serve as Paying Agent and Registrar and may serve hereunder as the Trustee, the Paying Agent, the Registrar and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law; provided, however, that any resignation of any such capacities by any such entity shall require the resignation of such entity from all such capacities; and provided, further, however, that the Paying Agent, Registrar and Remarketing Agent shall all have their principal offices in the City of New York, New York.

Good Faith Reliance.

SECTION 49. The Trustee, the Paying Agent and the Registrar in the absence of bad faith on their part, shall be protected and shall incur no liability in acting upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document or telephonic notice (where authorized by this Ordinance) which it shall believe to be genuine and to have been passed or signed by the proper board, body or person or to have been prepared and furnished pursuant to any of the provisions of this Ordinance, or upon the written opinion of any attorney, engineer, accountant or other expert, and the Trustee, the Paying Agent and the Registrar shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

Neither the Trustee, the Registrar, the Paying Agent, nor the Remarketing Agent shall be bound to recognize any person as a Noteholder or to take any action at his request unless his Note shall be deposited with such entity or satisfactory evidence of the ownership of such Note shall be furnished to such entity.

Any request or direction of the City as provided in this Ordinance shall be sufficiently evidenced by, and the Trustee and the Paying Agent may conclusively rely upon, a written instrument from the City signed by its Comptroller. As to any fact or circumstance concerning which the Trustee requests verification, the Trustee and the Paying Agent may conclusively rely upon a certificate signed by such Comptroller.

Dealings in Notes and With City.

SECTION 50. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, may buy, sell, own, hold and deal in any of the Notes issued hereunder for its own account or that of any other person, and may join in any action which any Noteholder may be entitled to take with like effects as if it did not act in any capacity hereunder. The Trustee, the Bank, the Paying Agent, the Registrar or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depositary, trustee or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

The City, acting through its Comptroller and Treasurer, may buy, sell, own and hold any of the Notes issued hereunder for its own account; provided, however, that such Notes may only be bought through the Remarketing Agent and provided further however, that such Notes may only be sold or remarketed if the City has received an Opinion of Bond Counsel stating that such sale or remarketing will not adversely affect the exemption of interest on the Notes from Federal income taxation.

Resignation of Trustee.

SECTION 51. The Trustee may resign and be discharged of the trusts created by this Ordinance by executing an instrument in writing resigning such trust and specifying the date when such resignation shall take effect, and filing the same with the City, the Paying Agent, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving

notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee. If the successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 55.

Removal of Trustee.

SECTION 52. The Trustee may be removed at any time prior to any Event of Default by the City by filing with the Trustee to be removed, and with the Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing designating a successor and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Appointment of Successor Trustee.

SECTION 53. In case at any time the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Trustee and a successor may be appointed, and in case at any time the Trustee shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Trustee, the successor Trustee, the Paying Agent, Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Trustee so appointed by the City shall immediately and without further act supersede the predecessor Trustee.

Qualifications of Successor Trustee.

SECTION 54. Every successor Trustee (a) shall be a bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Ordinance and the laws of the State, and (iii) capable of meeting its obligations hereunder and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Judicial Appointment of Successor Trustee.

SECTION 55. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Ordinance prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Trustee may forthwith apply to a court of competent jurisdiction

for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Acceptance of Trusts by Successor Trustee.

SECTION 56. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee herein. Upon request of such Trustee, such predecessor Trustee and the City shall execute and deliver an instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of such predecessor Trustee and, subject to the provisions of Section 46 hereof, such predecessor Trustee shall pay over and deliver to the successor Trustee all moneys and other assets at the time held by it hereunder.

Successor by Merger or Consolidation.

SECTION 57. Any corporation into which any Trustee hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Ordinance, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Ordinance to the contrary notwithstanding.

Standard of Care; Action by Trustee.

SECTION 58. Notwithstanding any other provisions of this Ordinance, the Trustee shall, during the existence of an Event of Default of which the Trustee has actual notice, exercise such of the rights and powers vested in it by this Ordinance and use the same degree of skill and care in their exercise as a prudent person would use and exercise under the circumstances in the conduct of his own affairs; provided, however, that the Trustee shall be under no obligation to take any action in respect of any default or Event of Default hereunder other than an Event of Default under clause (d) of the first paragraph of Section 32 hereof, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by Noteholders of at least 25% in principal amount of the Notes then Outstanding, and if, in its opinion such action may tend to involve it in expense or liability, unless furnished from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing proviso is intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Ordinance to the Trustee to take action in respect of any default or Event of Default without such notice or request from the Noteholders, or without such security or indemnity. Except during the continuance of an Event of Default, the Trustee need perform only those duties that are specifically set forth in this Ordinance and no others.

Duties of the Trustee.

SECTION 59. The Trustee covenants and agrees:

(a) to keep such books and records as shall be consistent with prudent industry practice, and to make such books and records available for inspection by the City at all reasonable times; and

(b) to provide such information and reports to the Comptroller and the Bank as shall be reasonably requested in writing by the Comptroller and the Bank.

Resignation of Paying Agent and Registrar.

SECTION 60. The Paying Agent and Registrar may resign and be discharged of the duties created by this Ordinance by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the City, the Trustee, the Remarketing Agent and the Bank, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving notice of such resignation by mail, not less than three weeks prior to such resignation date, to the Noteholders. Such resignation shall take effect on the day specified in such instrument and notice, but only if a successor Paying Agent and Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent and Registrar. If the successor Paying Agent and Registrar shall not have been appointed within a period of 90 days following the giving of notice, then the Paying Agent and Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent and Registrar as provided in Section 64.

Removal of Paying Agent and Registrar.

SECTION 61. The Paying Agent and Registrar may be removed at any time prior to any Event of Default by the City by filing with the Paying Agent and Registrar to be removed, and with the Trustee, Remarketing Agent and the Bank, an instrument or instruments in writing executed by the City, appointing a successor, or an instrument or instruments in writing, designating and accompanied by an instrument of appointment by the City of such successor. Such removal shall be effective thirty days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder.

Appointment of Successor Paying Agent and Registrar.

SECTION 62. In case at any time the Paying Agent and Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and *ipso facto* exist in the office of the Paying Agent and Registrar and a successor may be appointed, and in case at any time the Paying Agent and Registrar shall resign, then a successor may be appointed by the City, by an instrument authorized by ordinance of the City. After any appointment by the City, it shall cause notice of such appointment to be given to the predecessor Paying Agent and

Registrar, the successor Paying Agent and Registrar, the Trustee, the Remarketing Agent and the Bank, and to be given by Mail to all Noteholders. Any new Paying Agent and Registrar so appointed by the City shall immediately and without further act supersede the predecessor Paying Agent and Registrar.

Qualifications of Successor Paying Agent and Registrar.

SECTION 63. Every successor Paying Agent and Registrar (a) shall be a bank or trust company (other than the Bank) (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Ordinance and the laws of the State, and (iii) capable of meeting its obligations hereunder, and in the case of the Paying Agent under the Remarketing Agreement and (b) shall have a combined capital stock, surplus and undivided profits of at least \$50,000,000.

Judicial Appointment of Successor Paying Agent and Registrar.

SECTION 64. In case at any time the Paying Agent and the Registrar shall resign and no appointment of a successor Paying Agent and Registrar shall be made pursuant to the foregoing provisions of this Ordinance prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent and Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent and Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent and Registrar.

Acceptance of Duties by Successor Paying Agent and Registrar.

SECTION 65. Any successor Paying Agent and Registrar appointed hereunder shall execute, acknowledge and deliver to the City an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent and Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent and Registrar herein. Upon request of such Paying Agent and Registrar, such predecessor Paying Agent and Registrar, and the City shall execute and deliver an instrument transferring to such successor Paying Agent and Registrar all the estates, property, rights, powers hereunder of such predecessor Paying Agent and Registrar and, subject to the provisions of Section 46 hereof, such predecessor Paying Agent and Registrar shall pay over and deliver to the successor Paying Agent and Registrar all moneys and other assets at the time held by it hereunder.

Successor by Merger or Consolidation.

SECTION 66. Any corporation into which any Paying Agent and Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent and Registrar hereunder shall be a party, shall be the successor Paying Agent and Registrar under this

Ordinance, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Ordinance to the contrary notwithstanding.

Duties of Paying Agent.

SECTION 67. The Paying Agent (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Paying Agent will agree, particularly:

- (a) to hold all sums held by it for the payment of the principal of or interest on Notes in trust for the benefit of the Noteholders until such sums shall be paid to such Noteholders or otherwise disposed of as herein provided;
- (b) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the Trustee at all reasonable times; and
- (c) provide such information and reports to the Comptroller as shall be reasonably requested in writing by the Comptroller.

Duties of Registrar.

SECTION 68. The Registrar (if other than the Trustee) shall notify the Trustee of the location of its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee under which such Registrar will agree, particularly:

- (a) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the Trustee at all reasonable times; and
- (b) to provide such information and reports to the Comptroller as shall reasonably be requested in writing by the Comptroller.

Payments by Paying Agent and Registrar.

SECTION 69. Any provision of this Ordinance to the contrary notwithstanding, the Registrar and the Paying Agent shall never be required to make any payments or purchase any tendered Notes except from funds provided by the Bank, the Trustee, the City or the Remarketing Agent and no provision of this Ordinance shall require the Paying Agent and Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Remarketing Agent.

SECTION 70. The City hereby approves Salomon Brothers, Incorporated as the initial Remarketing Agent. The Remarketing Agreement in substantially the form attached

hereto as Exhibit B is hereby approved and the City officials designated therein are authorized and directed to execute the same.

In the absence of any designated Remarketing Agent, notice to a Remarketing Agent shall not be necessary to a valid tender.

The Bank.

SECTION 71. The City hereby approves The Mitsubishi Bank, Limited New York Branch, as the Bank. The Reimbursement Agreement in substantially the form attached hereto as Exhibit C and the Letter of Credit Note in substantially the form attached hereto as Exhibit D are hereby approved and the City officials designated therein are authorized to execute the same.

Limitations upon Rights.

SECTION 72. Notwithstanding any other provision of this Ordinance to the contrary, no right granted to the Trustee, Paying Agent, Remarketing Agent, Registrar or any other entity ever appointed in any capacity under this Ordinance shall ever be construed to grant to such entities, or any of them, any rights with respect to any properties or facilities of the City. The operations of the City are essential to the public welfare and safety and shall never be subject to any control, supervision or direction of such entities or any of them. Such entities, by their acceptance of the trusts and other obligations created under this Ordinance, hereby assent to the foregoing limitations and agree to be bound thereby for all purposes.

Note Insurance.

SECTION 73. The Comptroller is hereby authorized to obtain a policy of note insurance if it is determined by him to be desirable in connection with the marketing and remarketing of the Notes and the Trustee shall be authorized to receive the proceeds of any such policy for application pursuant to the provisions thereof.

Limitations on Amendments of this Ordinance.

SECTION 74. This Ordinance shall not be modified or amended in any respect subsequent to the issuance of the Notes except as provided in and in accordance with and subject to the provisions hereof.

Amendments Without Noteholder Consent.

SECTION 75. The City may, from time to time and at any time, without the consent of or notice to the Noteholders, but upon notice to, and with the written consent of, the Bank, the Trustee and the Paying Agent amend this Ordinance as follows:

- (a) to cure any formal defect, omission, inconsistency or ambiguity in this Ordinance;
- (b) to grant to or confer or impose upon the Trustee or the Paying Agent for the benefit of the Noteholders any additional rights, remedies, powers, authority, security,

liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Ordinance as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee or the Paying Agent without its consent;

(c) to add to the covenants and agreements of, and limitations and restrictions upon the City in this Ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Ordinance, or of any moneys, securities or funds;

(e) to authorize a different denomination or denominations of the Notes and to make correlative amendments and modifications to this Ordinance regarding exchangeability of Notes of different denominations, redemptions of portions of Notes of particular denominations and similar amendments and modifications of a technical nature;

(f) to comply with any applicable requirements of the Trust Indenture Act of 1939, as from time to time amended;

(g) to modify, alter, amend or supplement this Ordinance in any other respect which is not materially adverse to the Noteholders or the Bank and which does not involve a change described in clause (i) or (ii) (iii) of Section 76(a) hereof and which, in the judgment of the Trustee (who may rely upon an opinion of Bond Counsel), is not to the material prejudice of the Trustee or the Paying Agent; and

(h) to provide any amendment necessary for uncertificated Notes or coupons and bearer Notes or Notes registered as to principal only.

Before the City shall amend this Ordinance pursuant to this Section, there shall have been delivered to the Trustee and the Paying Agent an opinion of Bond Counsel stating that such amendment is authorized or permitted by this Ordinance, complies with the respective terms thereof, will, upon the adoption thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

Amendments with Noteholder Consent.

SECTION 76.

(a) Except for any amendment adopted pursuant to Section 75 hereof, subject to the terms and provisions contained in this Section and not otherwise, the City may, from time to time, with the written consent of the Bank, the Trustee, the Paying Agent and the consent of Noteholders of not less than 60% in aggregate principal amount of the Notes then Outstanding (excluding therefrom any Notes then owned by the City), adopt any supplemental Ordinance deemed necessary or desirable by the City for the purposes

of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Ordinance: *provided, however*, that, unless approved in writing by the Bank and the Noteholders of all the Notes then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any Outstanding Note, a change in the terms of the purchase thereof by the Paying Agent or the Trustee, or a reduction in the principal amount or redemption price of any Outstanding Note or the rate of interest thereon, or (ii) a preference or priority of any Note or Notes over any other Note or Notes, or (iii) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such amendment.

(b) If at any time the City shall propose to adopt any Supplemental Ordinance for any of the purposes of this Section, the Trustee shall cause the notice of the proposed Supplemental Ordinance to be given by Mail to all Noteholders owning Outstanding Notes. Such notice shall briefly set forth the nature of the proposed Supplemental Ordinance and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Noteholders.

(c) Within two years after the date of the first mailing of such notice, the City, the Trustee and the Paying Agent may approve such Supplemental Ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Trustee (i) the required consents, in writing, of Noteholders and the Bank, and (ii) an opinion of Bond Counsel stating that such Supplemental Ordinance is authorized or permitted by this Ordinance, complies with its terms and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Notes, and the Trustee and the Paying Agent may rely conclusively upon such opinion as to such matters.

(d) If Noteholders of not less than the percentage of Notes required by this Section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholder shall have any right to object to the execution and delivery of such Supplemental Ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner question the propriety of the execution and delivery thereof, or to enjoin or restrain the City or the Trustee or the Paying Agent from adopting, executing and delivering the same or from taking any action pursuant to the provisions thereof.

Effect of Supplemental Ordinance.

SECTION 77. Upon the execution and delivery of any Supplemental Ordinance pursuant to the provisions of this Ordinance, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City, the Trustee, the Paying Agent, the Bank and all Noteholders owning Notes then Outstanding shall thereafter be determined, exercised and enforced under this Ordinance subject in all respects to such modifications and amendments.

Consent of Bank Required.

SECTION 78. Anything herein to the contrary notwithstanding, any Supplemental Ordinance under this Ordinance which affects any rights, powers, remedies, agreements or obligations of the Bank under this Ordinance, or requires a revision of the Letter of Credit shall not become effective unless and until the Bank shall have consented to such Supplemental Ordinance. Written notice of any Supplemental Ordinance shall be furnished to the Bank, Moody's and S & P, by the Trustee.

Parties in Interest.

SECTION 79. Except as herein otherwise specifically provided, nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders any right, remedy or claim under or by reason of this Ordinance, this Ordinance being intended to be for the sole and exclusive benefit of the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the Noteholders.

The provisions of this Ordinance shall constitute a contract between the City, the Bank, the Paying Agent, the Trustee, the Remarketing Agent, the Registrar and the holders of the Outstanding Notes, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided, so long as there are any Outstanding Notes.

Severability.

SECTION 80. In case any one or more of the provisions of this Ordinance or of the Notes issued hereunder shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or such Notes, and this Ordinance and such Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein or therein.

No Personal Liability of Officials of City.

SECTION 81. No covenant or agreement contained in the Notes or in this Ordinance shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the members of the City Council nor any official executing the Notes shall be liable personally on the Notes, the Letter of Credit Note or under the Reimbursement Agreement or be subject to any personal liability or accountability by reason of the issuance of the Notes, the Letter of Credit Note or the execution and delivery of the Reimbursement Agreement.

Counterparts.

SECTION 82. This Ordinance may be executed in any number of counterparts, each of which, when so executed and delivered, shall be a original; but such counterparts shall together constitute but one and the same Ordinance.

Governing Law.

SECTION 83. The laws of the State of Illinois shall govern the construction and enforcement of this Ordinance and of all Notes issued hereunder; provided, however, that the administration of the trusts imposed upon the Trustee and the Paying Agent by this Ordinance shall be governed by, and construed in accordance with, the laws of the respective jurisdictions in which the Trustee and the Paying Agent have their Principal Offices.

Notices.

SECTION 84. Except as otherwise provided in this Ordinance, all notices, certificates, requests, requisitions or other communications by the City, the Trustee, the Paying Agent, the Registrar, the Remarketing Agent or the Bank pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows: if to the City, at the Comptroller's Office, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Trustee, at 30 North LaSalle Street, Chicago, Illinois 60697, Attention: Corporate Trust Department; if to the Paying Agent with respect to tenders at One Wall Street, New York, New York 10015, Attention: Corporate Trust Operations; if to the Registrar or the Remarketing Agent, at the address designated to the City; and if to the Bank, to the address designated in the Letter of Credit. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder, including without limitation, telephonic, telex or other similar forms of notice.

The City shall promptly give notice of (i) the designation of any new Trustee or Paying Agent, (ii) the termination of the Letter of Credit, (iii) any intention to obtain an Alternate Letter of Credit as provided in clause (c) of Section 16 hereof and (iv) any proposed amendment to this Ordinance, directly to: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Municipal Ratings Desk, and to Standard and Poor's Corporation, 25 Broadway, New York 10004, or to such other address as shall be provided to the City for such notice.

Business Days and Times.

SECTION 85.

(a) If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

(b) All times for the making of any payment or the performance of any Act, as provided in this Ordinance, shall mean the local time prevailing in the City of New York, New York.

Sale and Delivery of the Notes.

SECTION 86. The Notes shall be sold and delivered to the underwriters and subject to the terms and conditions of a contract of purchase related thereto.

The Notes shall be initially sold by the Comptroller with the approval of the Chairman of the Committee on Finance of the City Council.

The Registrar shall be authorized to authenticate and deliver the Notes to be initially delivered upon receipt of the Letter of Credit and telephonic authorization, to be confirmed in writing, from the Comptroller evidencing that all conditions precedent to the issuance of the Notes as provided in this Ordinance, the Reimbursement Agreement, the contract of purchase and the Remarketing Agreement have been satisfied.

Repealer.

SECTION 87. To the extent that any ordinances, resolution, rule, order or provision of the Municipal Code of the City of Chicago, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Publication.

SECTION 88. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

Exhibits A, B, C, Annex A, B, C, D, E and F attached to this ordinance read as follows:

Exhibit A.

(Form of Note)

A. Forms Generally. The Notes, the Certificate of Authentication and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidence by their execution thereof. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof, but any temporary Note may be typewritten or photocopied or otherwise reproduced.

B. Form of Registered Note.
(Front Side)

REGISTERED
NO.

PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

GENERAL OBLIGATION

TENDER NOTE,

SERIES 1986__

Maturity

Date: _____

Redemption Date: _____

Registered Owner:

Principal Amount:

The City of Chicago, Illinois (the "City") hereby acknowledges itself to owe and, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns (hereinafter the "Noteholder"), on the Maturity Date (identified above), unless this Note shall have been previously called for redemption and payment of the redemption price made or provided for, or if purchased on demand of the Noteholder, upon the presentation and surrender hereof as hereinafter set forth, the Principal Amount (stated above) and interest on said Principal Amount from and including the Dated Date (identified above) until payment of said Principal Amount has been made or duly provided for at the rates and on the dates set forth herein. This Note, or a portion hereof, shall be purchased on the demand of the Noteholder as hereinafter described. The principal of this Note is payable at the principal corporate trust office of Irving Trust Company, in New York, New York, or its successors or assigns, as Paying Agent (the "Paying Agent"). The interest so payable on any Interest Payment Date (as hereinafter defined) will, subject to certain exceptions provided in the Ordinance, be paid to the person in whose name this Note is registered at the close of business on the Record Date (as hereinafter defined) preceding such Interest Payment Date. Interest on this Note is payable by the Paying Agent in the manner provided in the Ordinance.

If an Event of Default (as defined in the Ordinance) has occurred and is continuing and the principal of all the Notes shall have been declared due and payable by Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or its successors or assigns, as trustee (the "Trustee") and notice thereof mailed to the Noteholders then the principal hereof shall be payable at the principal corporate trust office of the Trustee and the payment of interest hereon shall be made by such Trustee as provided in the Ordinance.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Ordinance and the issuance of this Note, do exist, have happened and have been performed in regular and due form as required by law.

No covenant or agreement contained in this Note or the Ordinance shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the City in his individual capacity, and neither the officials of the City, nor any official executing this Note, shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance or sale of this Note.

This Note shall not be entitled to any right or benefit under the Ordinance, or be valid or become obligatory for any purpose, until this Note shall have been authenticated by the execution by the Registrar, or its successor as Registrar, of the certificate of authentication inscribed hereon.

In Witness Whereof, the City of Chicago has caused the seal of that City to be imprinted by facsimile hereon and this Note to be signed by the facsimile signatures of its Mayor and City Comptroller and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(facsimile signature)

Mayor, City of Chicago

(SEAL)

(facsimile signature)

City Comptroller, City of Chicago

Attest:

(facsimile signature)

City Clerk, City of Chicago

Dated:

CERTIFICATE OF AUTHENTICATION

This is to certify that this Note is one of the Notes described in the within mentioned Ordinance.

IRVING TRUST COMPANY, as Registrar

By _____
Authorized Signature

(Form of Note - Reverse Side)

1. Authorization. This Note is one of the duly authorized General Obligation Tender Notes, Series 1986, of the City, consisting of Series 1986A, 1986B and 1986C and aggregating _____ Dollars (\$ _____) in principal amount (the "Notes"), issued under and pursuant to the Constitution and the City's powers as a home rule unit under Article VII of the Illinois Constitution of 1970, and an ordinance of the City (the "Ordinance"), for the purpose of providing funds to (i) finance current cash flow requirements of the City, (ii) anticipate the receipt of taxes levied for specific purposes by the City for the year 1986 and (iii) finance the acquisition of certain equipment for the City.

2. Definitions. Any term used herein as a defined term but not defined herein shall be defined as in the Ordinance.

3. Source of Payments. The City has caused to be delivered to the Paying Agent an irrevocable letter of credit (the "Letter of Credit") of the Mitsubishi Bank, Limited New York Branch (the "Bank"), in its capacity as issuer of the Letter of Credit, its successors in such capacity and its assigns, which Letter of Credit will expire at the close of Bank's business on November 30, 1990. The Paying Agent shall be entitled under the Letter of Credit to draw up to (a) an amount sufficient (i) to pay the principal of the Notes, or (ii) to enable the Paying Agent to pay the purchase price or the portion of the purchase price equal to the principal amount of the Notes delivered to it for purchase or purchased in lieu of redemption and not remarketed, plus (b) an amount equal to sixty-five (65) days' accrued interest on the outstanding Notes (i) to pay interest on the Notes or (ii) to enable the Paying Agent to pay the portion of purchase price of the Notes delivered to it equal to the accrued interest, if any, on such Notes. At any time prior to the close of the Bank's business on November 30, 1990, the City may, upon the conditions specified in the Ordinance, provide for the delivery to the Paying Agent of an irrevocable letter of credit other than the Letter of Credit.

This Note, and the issue of which it is a part, shall be direct and general obligations of the City for the payment of which, both principal and interest, the City pledges its full faith, credit and resources and each such Note shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose.

4. Interest Rate. Interest on this Note will be paid at a Daily Rate, a Weekly Rate, a Commercial Paper Rate or a Fixed Rate as selected by the City and in certain cases the Remarketing Agent (as hereinafter defined) and as determined in accordance with the Ordinance. While there exists an Event of Default under the Ordinance, the interest rate on the Notes will be the rate six percent (6%) per annum. The City, acting through its Comptroller, or in certain cases, the Remarketing Agent may change the interest rate determination method from time to time. A change in the method will result in redemption of the Notes (see "Redemptions" below).

When interest is payable at a Daily, Weekly or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 in leap years), and when payable at a Fixed Rate on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the rate of six percent (6%) per annum.

5. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Note from the last date to which interest was paid, or if no interest has been paid, from the date of the original issuance of the Notes until the entire principal amount of this Note is paid. When interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

Rate	Interest Period	Interest Payment Date	Record Date
Daily	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Weekly	Calendar month	Fifth Business Day of the next month	Last Business Day of the month
Commercial Paper	From 1 to 180 Days as determined for each Note pursuant to the Ordinance ("Commercial Paper Rate Period")	Last Day of applicable Commercial Paper Rate Period	Last Business Day before Interest Payment Date
Fixed	Six-month period ending June 30 or December 31	Next day (July 1 or January 1)	Fifteenth of the month before the payment date (June or December)

"Business Day" is defined in the Ordinance. Payment of defaulted interest will be made to holders of record on the fifth-to-last Business Day before payment.

6. Method of Payment. Holders must surrender Notes to the Paying Agent or the Remarketing Agent, as the case may be, to collect principal or the purchase price (see "Tenders" below). Interest will be paid on the Interest Payment Date to the registered holder hereof as of the Record Date in immediately available funds in accordance with payment instructions given to the Paying Agent at the time of the registration thereof and in the absence of such instructions shall be paid by check or draft of the Paying Agent mailed to such holder's registered address. Noteholders may direct the Paying Agent to make payment by Federal Reserve Funds check or wire or by deposit to an account of the Noteholder maintained at the Paying Agent. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. If any payment on the Notes is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

7. Tenders. "Tender" means to require, or the act of requiring, the Paying Agent to purchase a Note at its holder's option under the provisions of this Section 7 at 100% of the principal amount plus interest accrued to the date of purchase.

Daily Rate Tender. When interest on the Notes is payable at a Daily Rate, a holder of a Note may tender the Note by delivering

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (see addresses below) by 10:30 A.M., New York City time, on a Business Day, stating the principal amount of the Note and the date (which may be the date the notice is delivered) the Note is to be purchased, and

(b) the Note to the Remarketing Agent (address below) by 12:00 noon, New York City time, on the date of purchase (see additional requirements below).

Weekly Rate Tender. When interest on the Notes is payable at a Weekly Rate, a holder of a Note may tender the Note by delivering

(a) a written or telephone notice to the Paying Agent and the Remarketing Agent (addresses below) on a Business Day stating the principal amount of the Note and the date, which must be a Business Day at least seven days after the notice is delivered, on which the Note is to be purchased, and

(b) the Note to the Paying Agent by 10:00 A.M., New York City time, on the date of purchase (see additional requirements below).

Payment of Purchase Price. The purchase price for a Note tendered to the Paying Agent will be paid in immediately available funds by the close of business on the date of purchase.

Delivery Addresses; Additional Delivery Requirements. Notices in respect of tenders and Notes tendered must be delivered as follows:

Notices to
Remarketing Agent

Salomon Brothers,
Incorporated
One New York Plaza
New York, New York 10004-2079
Attn: Municipal Trading
Department
Telephone: 212-747-7250
Telex: 222428 SALBRO UR

Notes and Notices
to Paying Agent

Irving Trust Company
101 Barclay Street
New York, New York 10015
Attn: Corporate Trust
Operations

Notes to
Remarketing Agent

Salomon Brothers,
Incorporated
55 Water Street, 29th Floor
New York, New York 10041-0101
Attn: Municipal Cashiering

These addresses may be changed by notice mailed by first class mail to the Noteholders at their registered addresses. All tendered Notes must be accompanied by an instrument of transfer satisfactory to the Paying Agent or Remarketing Agent, executed in blank by the registered owner with the signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange.

No Tenders During Default. No Notes may be tendered during the existence of an Event of Default if the Trustee has notified the Paying Agent that it has given notice by Mail to the Noteholders of a declaration that all the Notes are due and payable.

8. Redemptions. As provided below, the City has the right to purchase Notes in lieu of certain redemptions. By Acceptance Of This Note, The Owner Agrees To Sell And Surrender This Note, Properly Endorsed, To The City In Lieu Of Redemption Under The Conditions Described Below. All redemptions and purchases in lieu of redemption will be made in funds immediately available on the redemption or purchase date and will be at a redemption or purchase price of 100% of the principal amount of the Notes being redeemed or purchased plus interest accrued to the redemption or purchase date, except that interest accruing at a Daily or Weekly Rate will be paid on the Interest Payment Date following the redemption or purchase date. Notes tendered for purchase on a date after a call for redemption but before the redemption date will be purchased pursuant to the tender. No purchase of Notes by the City or advance use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Optional Redemption During Daily, Weekly or Commercial Paper Rate Period. When interest on the Notes is payable at a Daily or Weekly Rate, the Notes may be redeemed in whole at the option of the City on any Interest Payment Date. The Notes are not subject to optional redemption during any Commercial Paper Rate Period but are subject to mandatory redemption during any such Period as provided in the second succeeding paragraph.

Mandatory Redemption at Beginning of Fixed Rate Period. When the Notes are to bear interest at a Fixed Rate, the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of the Fixed Rate. Noteholders may waive this redemption as provided below.

Mandatory Redemption on Each Interest Payment Date During Commercial Paper Rate Period. When Notes bear interest at a Commercial Paper Rate, each Note will be redeemed or purchased by the City in lieu of redemption on the Interest Payment Date of such Note. If Notes are scheduled to be redeemed under the following paragraph, the Notes will be called under, and redemption will be governed by, that paragraph and not this paragraph. Noteholders may waive this provision as provided below.

Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes. On the effective date of the change in the method of determining the interest rate on the Notes (the four methods being Daily, Weekly, Commercial Paper or Fixed Rates) the Notes will be redeemed or purchased by the City in lieu of redemption on the effective date of such change. Owners of Notes may waive this redemption as provided below.

Waiver of Redemption. To waive redemption pursuant to one of the foregoing three paragraphs, Noteholders must deliver the Notes with respect to which such waiver is made to the Paying Agent at its address under "Tenders" above by the sixth-to-last Business Day before the redemption date (or on the first Business Day of any Commercial Paper Period which is shorter than six Business Days) accompanied by an instrument executed by the owner (1) directing the City and the Paying Agent not to redeem such Notes (or the portion thereof specified therein), (2) agreeing not to sell such Notes or portion thereof prior to the effective date, (3) agreeing not to exercise any tender applicable to such Notes prior to the effective date, (4) acknowledging that such waiver is irrevocable and (5) when applicable, acknowledging that a current right to tender the Notes will not be available after the redemption date.

If the Notes are being redeemed due to a change in the method of determining interest to a Commercial Paper Rate,

(1) the waiver must also direct the City and the Paying Agent not to redeem such Notes for any subsequent Commercial Paper Rate Period established between the date of such waiver and the effective date of the change, and

(2) if the Remarketing Agent notifies the Paying Agent that the Notes are to be sold on the condition that the Noteholder designates an agent to hold such Notes on the owner's behalf as long as the Notes bear interest at a Commercial Paper Rate, then the

waiver must contain a direction by the Noteholder to deliver such Notes to such agent on the effective date of the change.

Any waiver of redemption shall be irrevocable and any right to tender such Note shall not be exercisable by the owner once the waiver has been given. A waiver shall bind any subsequent owner of such Note or any Note delivered in substitution therefor. Also the failure by the owner timely to waive any redemption shall be binding on any subsequent owner of such Note or any Note delivered in substitution therefor.

Notwithstanding the foregoing, no waiver may be made with respect to any Note if the City has directed (or the Ordinance requires) that such Note be redeemed and canceled.

Any Note received by the Paying Agent pursuant to a waiver shall be held in safekeeping for its owner and shall be returned to such owner (or his agent) on the redemption date.

Optional Redemption During Fixed Rate Period. When the interest on the Notes is payable at a Fixed Rate, the Notes may be redeemed at the option of the City on any Interest Payment Date in whole at the principal amount thereof plus accrued interest to such date of redemption.

Mandatory Redemption for Failure to Reinstate the Letter of Credit or for an Event of Default under the Reimbursement Agreement. All Notes shall be subject to mandatory redemption by the City at the principal amounts thereof and accrued interest to the date of redemption in the event that the City, the Trustee, the Paying Agent and the Remarketing Agent receive notice from the Bank that the Letter of Credit in respect of such Notes will not be reinstated in accordance with the provisions of the Reimbursement Agreement and the Letter of Credit, or if such parties receive notice from the Bank that an event of default has occurred under the Reimbursement Agreement.

Notice of Redemption. At least 30 days before each redemption except "Mandatory Redemption on Each Interest Payment Date During Commercial Rate Period" or "Mandatory Redemption for Failure to Reinstate the Letter of Credit or for an Event of Default under the Reimbursement Agreement" described in Section 8 hereof, the Trustee will mail a notice of redemption by Mail to each Noteholder at the holder's registered address. Failure to give any required notice of redemption as to any particular Notes will not affect the validity of the call for redemption of any Notes in respect of which no failure occurs. Any notice mailed as provided in this paragraph will be conclusively presumed to have been given whether or not actually received by the addressee.

Effect of Notice of Redemption. When notice of redemption is required and given, and when Notes are to be redeemed without notice, Notes called for redemption become due and payable on the redemption date at the applicable redemption price, subject to the City's right to purchase Notes as provided above; in such case when funds are deposited with the Paying Agent sufficient for redemption or for purchase, interest on the Notes to be redeemed or purchased ceases to accrue as of the date of redemption or purchase.

9. **Denominations; Transfer; Exchange.** The Notes are in registered form without coupons in denominations of \$100,000 or any integral multiple of \$100,000, except that

when interest is payable at a Fixed Rate. Notes may be in denominations of \$5,000 or integral multiples of \$5,000. A holder may transfer or exchange Notes in accordance with the Ordinance. The Paying Agent may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Ordinance. During any Fixed Rate Period, the Paying Agent need not transfer or exchange any Note for the period beginning 15 days before mailing a notice of redemption of such Note and ending on the redemption date. However, after Notes have been called pursuant to the paragraph captioned "Mandatory Redemption Upon a Change in the Method of Determining the Interest Rate on the Notes", such called Notes or portions of Notes may be exchanged for Notes in denominations of \$100,000 or multiples thereof at any time up to the redemption date.

10. Persons Deemed Owners. The registered holder of this Note may be treated as the owner of it for all purposes.

11. Unclaimed Money. If money for the payment of principal, interest or purchase price remains unclaimed for two years, the Paying Agent will pay the money to or for the account of the City. After that, the holders entitled to the money must look only to the City and not to the Paying Agent or the Issuer of the Letter of Credit for payment unless an abandoned property law designates another person.

12. Amendment and Supplement, Waiver. Subject to certain exceptions, the Ordinance may be amended or supplemented, with the consent of the holders of 60% in aggregate principal amount of the Notes. Without the consent of any Noteholder, the City may amend or supplement the Ordinance as described in the Ordinance, to cure any ambiguity, omission, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, or to make any change that does not materially adversely affect the rights of any Noteholder.

13. Defaults and Remedies. The Ordinance provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Trustee, may, and at the written request of the Letter of Credit or the holders of at least 25% in principal amount of the Notes, shall declare the principal of all the Notes to be due and payable immediately. An Event of Default and its consequences may be waived as provided in the Ordinance. Noteholders may not enforce the Ordinance or the Notes except as provided in the Ordinance. The Trustee may refuse to enforce the Ordinance or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power.

14. No Recourse Against Others. A member, director, officer or employee, as such, of the City shall not have any liability for any obligations of the City under the Notes or the Ordinance or for any claim based on such obligations or their creation. Each Noteholder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Note.

15. Authentication. This Note shall not be valid until the Paying Agent signs the certificate of authentication on the other side of this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

[FORM OF SCHEDULE TO BE ATTACHED TO NOTE WHEN
NOTES BEAR INTEREST AT COMMERCIAL PAPER RATE]

COMMERCIAL PAPER RATES AND PERIODS

Beginning of Commercial Rate Period	End of Commercial Paper Rate Period (Mandatory Redemption Date)	Current Commercial Paper Rate	Signature of Paying Agent
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

and

I or we assign and transfer to

Insert social security or other
identifying number of assignee

[_____]

[_____]

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint _____
agent to transfer this Note on the books of the City. The agent may substitute another to
act for him.

Dated: _____

Signed _____

(Sign exactly as name appears on the other side of this Note)

Signature guaranteed: _____

Exhibit B.

Equipment to be purchased with the proceeds of Series 1986C Notes shall be purchased in accordance with the attached schedules for the following categories:

Remarketing Agreement.

This Remarketing Agreement is made and entered into as of January 1, 1986, by and among the City of Chicago (the "City"), Salomon Brothers, Inc., as Remarketing Agent (the "Remarketing Agent"), and Irving Trust Company, as Paying Agent (the "Paying Agent").

Witnesseth:

Whereas, the City, on the _____th day of January, 1986, adopted an ordinance entitled "An Ordinance Providing for the Issuance of General Obligation Tender Notes, Series' 1986 A, B and C; of the City of Chicago, Illinois" (the "Ordinance"), pursuant to which the City will issue General Obligation Tender Notes, Series 1986A, Series 1986B and Series 1986C (the "Notes"); and

Whereas, the City and the Bank (as defined in the Ordinance) have entered into a Reimbursement Agreement (as defined in the Ordinance); and

Whereas, the City in the Ordinance has appointed Irving Trust Company, New York, New York as Paying Agent; and

Whereas, the City in Section 3(i) of the Ordinance has provided for tender by Noteholders of their Notes and has established certain procedures in respect thereto;

Now, Therefore, for and in consideration of the covenants herein made, and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein, all words with initial capitals shall have the same meaning as defined in the Ordinance. All times in this Remarketing Agreement shall mean the local time prevailing in the City of New York, New York.

Section 2. Obligations of Remarketing Agent - General.

(a) The City pursuant to the Ordinance has appointed the Remarketing Agent for the purpose of remarketing any Notes tendered pursuant to Section 3(i) of the Ordinance.

(b) The Remarketing Agent hereby agrees to use its best efforts to offer for sale and to sell the Notes tendered pursuant to Section 3(i) of the Ordinance at a price of 100% of the principal amount thereof plus accrued interest, if any; provided, however, the Remarketing Agent shall not be obligated to offer and sell the Notes (i) if the Bank shall

give notice to the Paying Agent to effect a redemption pursuant to Section 3(h)(ii) of the Ordinance, or (ii) if there is an Event of Default as defined in Section 32 of the Ordinance. Further, the Remarketing Agent shall not remarket the amount of Notes which the City may from time to time elect to purchase pursuant to Section 3(j) of the Ordinance, or the Notes of any Series which either bear interest at a Commercial Paper Rate during a Commercial Paper Rate Period, or at a Fixed Rate.

(c) The obligation of the Remarketing Agent to pay or provide payment at 2:00 P.M. for the Notes which the Remarketing Agent has advised the Paying Agent at _____ P.M. it had remarketed shall be absolute and unconditional except only as to such Notes which are not received by the Remarketing Agent from the Paying Agent by 2:00 P.M.

(d) The Remarketing Agent at all times shall be construed to be acting as an agent for and on behalf of the City.

(e) The Remarketing Agent shall consult with the Comptroller at such times as he shall request and shall upon his request furnish information to him for the purpose of establishing the Interest Rate on the Notes. The Remarketing Agent shall inform the Comptroller not less than weekly, and at such other times as the Comptroller shall request, the minimum Interest Rate which, in the Remarketing Agent's opinion, is necessary to remarket the amount of Notes reasonably expected to be tendered at 100% of the principal amount thereof plus accrued interest. The Remarketing Agent will set the interest rate on the Notes under those circumstances and pursuant to the terms and conditions set forth in Sections 3(c) and (d) of the Ordinance.

(f) The Remarketing Agent will not have any obligation, responsibility or liability of any kind to the Noteholders, the City, the Bank or to any other person with respect to any determination that the Notes of any Series will or will not bear interest at the current or any other Short Term or Fixed Rate, including but not limited to any omission by the Remarketing Agent to consider any facts or circumstances or any resources or inputs, it being the intent of this Agreement that the Remarketing Agent may, in its unrestricted judgment, choose to consider no resources or inputs other than its own expertise.

Section 3. Paying Agent.

As a condition of the obligation of the Remarketing Agent to act pursuant to this Remarketing Agreement, a Paying Agent appointed by the City pursuant to the Ordinance shall at all times be in place, and the City shall pay or reimburse the Paying Agent for its reasonable fees, charges and expenses (including counsel fees) rendered or incurred in such capacity pursuant to the Ordinance, the Reimbursement Agreement and this Remarketing Agreement.

Section 4. Remarketing Fees.

(a) The City shall pay the Remarketing Agent as compensation for its services hereunder a fee of one-eighth of one percent of the average principal amount of the Notes outstanding during any calendar year (the "Maximum Annual Compensation"), or to

pay such other amounts as may be agreed upon from time to time by the City and the Remarketing Agent. Payments of all amounts due to the Remarketing Agent shall be made quarterly in arrears on each February 1, May 1, August 1 and November 1, commencing May 1, 1986. The period from the date of the initial delivery of the Notes to May 1, 1986 shall be considered the first quarterly period for purposes of this Section 4 (a).

(b) When Notes are remarketed in connection with the change in the Interest Rate Determination Method to a Fixed Rate, the City and the Remarketing Agent will agree on a fee. The City will pay all expenses of delivering remarketed Notes and reimburse the Remarketing Agent for all direct, out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements.

(c) The Remarketing Agent will not be entitled to compensation for any period after this Remarketing Agreement shall be terminated, except for a pro rata portion of the fee in respect of the quarter in which such termination occurs and amounts, if any, due from prior quarters. In the event the Remarketing Agent resigns during any calendar year for which it has received compensation for its services, the Remarketing Agent shall refund to the City "Excess Compensation", if any. "Excess Compensation" shall mean that positive amount, if any, determined by multiplying the Maximum Annual Compensation, assuming that no purchases for cancellation will be made by the City subsequent to the effective date of such resignation, by the percentage of the calendar year elapsed as of the date of the resignation of the Remarketing Agent and subtracting the resulting product from the amount of compensation actually received by the Remarketing Agent for such calendar year. Such refund shall be made to the City within fourteen (14) days after the effective date of such resignation.

(d) The City shall make all such payments directly to the Remarketing Agent upon presentation by the Remarketing Agent of quarterly statements of charges incurred. Any overpayments made by virtue of the recalculation of principal amount of Notes outstanding shall be refunded to the City within two weeks after such recalculation.

Section 5. Removal or Resignation of the Remarketing Agent.

The Remarketing Agent may be removed at any time by the City by giving at least thirty (30) Business Days' notice to the Remarketing Agent, the Trustee and the Paying Agent. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Remarketing Agreement by giving at least thirty (30) Business Days' notice to the City, the Trustee and the Paying Agent.

Section 6. Tender for Purchase of Notes; Remarketing; Purchase.

(a) During a period when the Notes bear interest at a Daily Rate, any owner of a Note may tender such Note on any Business Day by giving written or telephonic notice to the Remarketing Agent and the Paying Agent by 10:30 A.M. on that day, and, if the owner holds the Note, delivering such Note to the Remarketing Agent by 12:00 noon on the same day.

(b) During a period when the Notes bear interest at a Weekly Rate, any owner of a Note may tender such Note on any Business Day by giving written or telephone notice to the Remarketing Agent and the Paying Agent not later than the seventh day preceding the date specified for the purchase of such Note in the notice and, if the owner holds the Note, delivery of such Note to the Paying Agent by 10:00 A.M. on the date specified for the purchase in the Notice.

(c) If an owner holds the Note that the owner wishes to tender, each delivery of Notes must be accompanied by an instrument of transfer satisfactory to the Paying Agent and the Remarketing Agent executed in blank by the owner of the Note with the owner's signature guaranteed by a bank, trust company or New York Stock Exchange member.

(d) The Paying Agent, upon receipt of each notice of tender described in Section 3(i) of the Ordinance shall by 11:15 A.M., or as soon as reasonably possible thereafter, on the same Business Day, confirm the substance of such notice by telephone with such persons as the Remarketing Agent may hereinafter designate in writing to the Paying Agent. The Paying Agent shall also initiate the required drawings under the Letter of Credit.

(e) Upon the receipt by the Remarketing Agent of the notice of tender described in Section 3(i) of the Ordinance and of the confirming communication by the Paying Agent as provided for in "(d)" above, the Remarketing Agent shall use its best efforts to offer for sale and to sell such Notes at a price equal to 100% of the principal amount thereof plus accrued interest, if any.

(f) To the extent Notes are not remarketed by the Remarketing Agent on the day of tender, the Paying Agent shall deposit such Notes in the Custody Account.

Section 7. Remarketing of Notes Held Under the Custody Agreement.

In the event any Notes shall be held by the Paying Agent in the Custody Account, the Remarketing Agent shall use its best efforts to offer for sale and to sell such Notes at a price equal to the principal amount thereof plus accrued interest, if any, to the date of Remarketing. If the Remarketing Agent shall successfully offer for sale and sell any such Notes, the Remarketing Agent shall purchase such Notes in accordance with Section 8 below.

Section 8. Purchase by the Remarketing Agent of Notes to be Remarketed.

(a) By _____ P.M. on any Business Day when Notes are tendered as described in Section 6(a) above or on any Business Day when the Remarketing Agent shall remarket any Notes held in the Custody Account, the Remarketing Agent shall give telephonic notice to the Paying Agent of its intent to remarket such Notes specifying (i) the aggregate principal amount of Notes for which the Remarketing Agent has found purchasers, (ii) the names, addresses, taxpayer identification numbers and denominations respecting which the remarketed Notes are to be issued and registered, and (iii) the method by which interest on such Notes is to be paid by the Paying Agent to the Noteholder on the Interest Payment Date as is provided in the Ordinance. The Paying Agent shall prepare or cause to be prepared the Notes not later than _____ P.M. on the same Business Day.

(b) Not later than _____ P.M. on the same Business Day, the Remarketing Agent shall pick-up the Notes from the Paying Agent, and shall pay therefor a purchase price equal to the principal amount thereof plus accrued interest, if any, by giving payment instructions to debit an account maintained by the Remarketing Agent with the Paying Agent, or making payment by such other method in immediately available funds as shall be mutually agreeable to the Remarketing Agent and the Paying Agent.

Section 9. Delivery of Notes.

The Paying Agent's determination that all conditions necessary for the transfer of any Note delivered to the Paying Agent upon tender by a Noteholder have been complied with shall be a condition precedent to any transfer of such Note pursuant to this Remarketing Agreement.

Section 10. Dealing in Notes by Paying Agent and Remarketing Agent.

The Paying Agent or the Remarketing Agent, in its individual capacity, either as principal or agent, may in good faith buy, sell, own, hold and deal in any of the Notes, and may join in any action which any Noteholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Paying Agent or the Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depositary, trustee, or agent for any committee or body of Noteholders or other obligations of the City as freely as if it did not act in any capacity hereunder.

Section 11. Intention of Parties.

It is the express intention of the parties hereto that no purchase, sale or transfer of any Notes, as herein provided, shall constitute or be construed to be the extinguishment of any Notes or the indebtedness represented thereby or the reissuance of any Notes or the refunding of any indebtedness represented thereby.

Section 12. Representations by City.

As the basis for the undertakings on its part herein contained, the City represents that it is a home rule municipality duly organized and existing under the laws of the State of Illinois; it is fully empowered to enter into this Remarketing Agreement pursuant to its home rule powers and pursuant to necessary action taken by its corporate authorities; and the execution and delivery by it of this Remarketing Agreement and the performance of the agreements herein contained do not and will not contravene or constitute a default under any agreement, indenture, mortgage, loan agreement, commitment, or other existing requirements of law or any other agreement of any kind to which it is a party or by which it is or may be bound.

Section 13. Governing Law.

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

Section 14. Notices.

Unless otherwise provided herein, all notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed delivered or given when delivered by hand or sent by telegram or tested telex or mailed by registered mail, postage prepaid, addressed as follows:

If to the City:

Comptroller's Office
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

If to Paying Agent:

Irving Trust Company
One Wall Street
New York, New York 10015
Attention:

If to the Remarketing Agent:

Salomon Brothers, Incorporated
One New York Plaza
New York, New York 10004-2079
Attention: Municipal Trading
Department

Each of the above parties may, by written notice given hereunder to the others, designate any further or different addresses to which subsequent notice, certificates, requests, or other communications shall be sent. In addition, the parties hereto may agree to any other means by which subsequent notices, certificates, requests or other communications may be sent.

SECTION 15. Term of Remarketing Agreement. Unless otherwise terminated in accordance with the provisions hereof, this Remarketing Agreement shall remain in full force and effect from the date hereof until the payment in full of the Notes.

In Witness Whereof, the parties hereto have caused this Remarketing Agreement to be duly executed as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibit C.

*REIMBURSEMENT AGREEMENT**BETWEEN**THE CITY OF CHICAGO**AND**THE MITSUBISHI BANK, LIMITED.*

Dated as of January 1, 1986

Reimbursement Agreement, dated as of January 1, 1986, between the City of Chicago (the "City") and The Mitsubishi Bank, Limited, New York Branch (the "Bank").

Whereas, the City intends to issue and sell \$_____ aggregate principal amount of its General Obligation Daily Adjustable Tax Exempt Securities, Series 1986 A, B and C (the "Notes") issued pursuant to an ordinance adopted by the City Council of the City on January _____, 1986; and

Whereas, in order to secure payment when due of the principal of and interest on each of the Notes, the City has requested the Bank to agree to issue an unconditional irrevocable transferable letter of credit in the form of Exhibit A hereto (the "Letter of Credit") in the amount of \$_____ of which \$_____ may be drawn in respect of the principal of the Notes and \$_____ may be drawn in respect of interest thereon;

Now, Therefore, in consideration of the premises and in order to induce the Bank to issue the Letter of Credit, the City and the Bank hereby agree as follows.

*Article I.**Definitions.*

Section 1.01. Definitions. Terms defined above shall have the meanings set forth above and the following terms shall have the following meanings.

"Advance" shall have the meaning set forth in Section 3.01.

"Agreement" shall mean this Reimbursement Agreement, as the same may be from time to time amended, supplemented or modified.

"Business Day" shall mean any day on which (i) banks located in the city, or each of the cities, as the case may be, in which the Principal Offices (as defined in the Ordinance) of the Trustee, Paying Agent and the Bank are located are not required or authorized to remain closed and (ii) The New York Stock Exchange, Inc. is not closed.

"Custody Agreement" shall mean the agreement dated as of January 1, 1986 between the Bank and Irving Trust Company and any successor agreement thereto.

"Custody Account" shall have the meaning set forth in the Custody Agreement.

"Date of Issuance" shall mean the date specified by the City as the date of issuance of the Letter of Credit.

"Debt" shall mean at any date, without duplication, (i) all general obligations for borrowed money and (ii) all general obligations evidenced by bonds, debentures, notes or other similar instruments. Such Debt of the City shall include Debt of others guaranteed by the City.

"Dollar-Day" means any day on which Advances bearing interest at the Initial Rate are outstanding hereunder. The "value" of a Dollar-Day shall be equal to the aggregate principal amount of all Advances bearing interest at the Initial Rate on each such day.

"Event of Default" shall have the meaning set forth in Section 9.01.

"Initial Rate" shall have the meaning set forth in Section 3.02.

"Initial Rate Availability Expiration Date" shall mean the date on which the aggregate value of Dollar-Days elapsed reaches _____.

"Interest Payment Date" shall have the meaning set forth in the Ordinance.

"Letter of Credit Amount" shall mean the maximum amount available to be drawn under the Letter of Credit and shall initially be \$ _____.

"Letter of Credit Note" shall have the meaning set forth in Section 3.01.

"Note Fund" shall have the meaning set forth in the Ordinance.

"Ordinance" shall mean the ordinance adopted by the City Council of the City on January _____, 1986 authorizing the issuance of the Notes and the Letter of Credit Note.

"Official Statement" shall mean the official statement document with respect to the Notes.

"Paying Agent" shall mean Irving Trust Company or any other or successor paying agent appointed in accordance with the Ordinance.

"Permitted Investments" shall mean any of the following obligations or securities:

- (i) direct obligations of the United States of America and agencies thereof, or
- (ii) obligations fully guaranteed by the United States of America, or

(iii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings of at least \$300,000,000 (including the Trustee if such conditions are met), or

(iv) commercial paper of companies incorporated or doing business under the laws of the United States of America or one of the states thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's Corporation or Moody's Investor Service, Inc. (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization, or

(v) repurchase agreements with any financial institution having combined capital and surplus and retained earnings of at least \$300,000,000 with any of the obligations of the type described in clauses (i) through (iv) above as acceptable collateral, provided that the term of any such repurchase agreement shall not exceed 90 days.

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a state, a government or political subdivision or an agency or instrumentality thereof.

"Preliminary Official Statement" shall mean the preliminary version of the Official Statement authorized to be distributed pursuant to the Ordinance.

"Prime Rate" for any day shall mean the rate of interest for such day publicly announced by The Mitsubishi Bank, Limited in New York City from time to time as its prime rate.

"Purchase Contract" shall mean the Contract of Purchase between the City and Salomon Brothers, Incorporated, as senior manager of the Underwriters named therein (including the other managers and itself) relating to the sale of the Notes.

"Remarketing Agent" shall mean the Remarketing Agent designated by the City with respect to the Notes.

"Series A Letter of Credit Amount" shall mean the maximum amount available to be drawn under the Letter of Credit with respect to Series A Notes and shall initially be \$ _____.

"Series B Letter of Credit Amount" shall mean the maximum amount available to be drawn under the Letter of Credit with respect to Series B Notes and shall initially be \$ _____.

"Series C Letter of Credit Amount" shall mean the maximum amount available to be drawn under the Letter of Credit with respect to Series C Notes and shall initially be \$ _____.

"Series A Notes" shall mean the City's General Obligation Daily Adjustable Tax Exempt Securities, Series 1985 A.

"Series B Notes" shall mean the City's General Obligation Daily Adjustable Tax Exempt Securities, Series 1985 B.

"Series C Notes" shall mean the City's General Obligation Daily Adjustable Tax Exempt Securities, Series 1985 C.

"State" shall mean the State of Illinois.

"Tender Advance" shall have the meaning set forth in Section 3.03.

"Tender Draft" shall have the meaning set forth in the Letter of Credit.

"Termination Date" shall have the meaning set forth in Section 2.02.

"Trustee" shall mean _____, as Trustee under the Ordinance and its successors, and any other bank or trust company at any time substituted in its place pursuant thereto.

Article II.

Issuance of Letter of Credit.

Section 2.01 The Letter of Credit. The Bank agrees, subject to the terms and conditions set forth herein and upon notice from the City to the Bank, to issue on or after January 15, 1986 the Letter of Credit in the aggregate amount of \$_____, of which \$_____ may be drawn in respect of the principal of the Notes and \$_____ may be drawn in respect of interest thereon as set forth in the Letter of Credit, to the Paying Agent for the account of the holders of the Notes. The Letter of Credit shall be in the form of Exhibit A hereto.

Section 2.02 Termination of Letter of Credit. The Letter of Credit shall terminate on the earliest of (i) November 30, 1990, (ii) the date on which the Paying Agent delivers to the Bank written notice that all of the Notes have been redeemed in accordance with Section 3 of the Ordinance or purchased for cancellation in accordance with Sections 3 and 10 of the Ordinance and (iii) the date on which the Paying Agent shall have accepted an Alternate Letter of Credit (as defined in the Ordinance), in accordance with Section 16 of the Ordinance, in substitution for the Letter of Credit. The earliest of such dates is referred to herein as the "Termination Date".

Article III.

Letter of Credit Note.

Section 3.01 Letter of Credit Note. Each amount paid upon a drawing under the Letter of Credit shall be reimbursed on the day paid that any such amount not reimbursed on the day so paid shall constitute an advance (individually, an "Advance" and collectively,

"Advances") to the City on the date so paid by the Bank which the City shall be obligated to repay as provided herein. Advances shall be evidenced by a full faith and credit general obligation Letter of Credit Note in the form of Exhibit B hereto, to be delivered to the Bank on the Date of Issuance. Such Letter of Credit Note shall be dated the Date of Issuance. The Bank shall, and is hereby authorized by the City to, endorse on the schedule forming a part of the Letter of Credit Note appropriate notations evidencing the date, amount and maturity of each Advance evidenced by such Letter of Credit Note and the date and amount of each payment of principal thereof.

Section 3.02 Interest on the Advances. Each Advance shall bear interest on the unpaid principal amount thereof at the following rates:

(a) Subject to the provisions of paragraphs (c), (d), (e) and (f) of this Section, for each of the first thirty days that an Advance is outstanding, at a rate per annum equal to the sum of the Overnight Effective Federal Funds Rate for such day as quoted in the "Composite Closing Quotations for U. S. Government Securities" published by the Federal Reserve Bank of New York plus 1/2 of 1% (the "Initial Rate").

(b) Thereafter until due and payable, at a rate per annum equal to the Prime Rate from time to time in effect.

(c) No Advance shall bear interest at the Initial Rate after the Initial Rate Availability Expiration Date. The Bank shall inform the City in writing of the date that is the Initial Rate Availability Expiration Date and thereafter all Advances shall bear interest at a rate per annum equal to the Prime Rate from time to time in effect.

(d) No Advance shall bear interest at the Initial Rate after the maturity date of the Notes to which such Advance relates. After such date each such Advance shall bear interest at a rate per annum equal to the Prime Rate from time to time in effect.

(e) Upon the redemption of Notes pursuant to subclause (h)(ii) of Section 3 of the Ordinance, each Advance shall bear interest at a rate per annum equal to the sum of the Prime Rate from time to time in effect plus 2%.

(f) Any Advance, together with accrued interest thereon, or any portion thereof, not paid on the applicable due date set forth in Section 3.03 shall bear interest payable on demand at a rate per annum equal to the sum of the Prime Rate from time to time in effect plus 2% per annum.

Interest payable pursuant to paragraphs (a), (b), (c), (d) and (e) above shall be payable in arrears on the first day of each calendar month, and upon prepayment or maturity of the relevant Advance. Each Advance shall bear interest from and including the date of payment upon the drawing under the Letter of Credit giving rise to such Advance until but not including the date on which it is repaid in full. Interest shall be computed on the basis of a year of 365 days (366 days in a leap year) and paid for the actual number of days elapsed (including the first day but excluding the last day).

Section 3.03 Repayment of Advances. The principal amount of Advances evidenced by the letter of Credit Note shall become due and payable and shall be repaid as provided below:

(a) Each Advance that arises from payment of a draw under the Letter of Credit to pay principal of or interest on Notes tendered to the Paying Agent and purchased in accordance with sub-clause (i) of Section 3 of the Ordinance (a "Tender Advance") shall be repaid in full, together with accrued interest thereon, on the date that is the earliest of (i) the date on which such Notes are remarketed, (ii) the date on which such Notes are purchased for cancellation pursuant to subclause (i) of Section 3 of the Ordinance, or (iii) the date on which Advances relating to such Notes mature pursuant to paragraphs (b), (c) and (d) of this Section.

(b) Except as provided in paragraphs (d) and (e) of this Section, each Advance that arises from payment of a draw under the Letter of Credit to pay interest on Series A Notes or Series B Notes on an Interest Payment Date or principal of or interest on Series A Notes or Series B Notes upon optional redemption or at maturity shall be repaid in full, together with accrued interest thereon, on December 31, 1987.

(c) Except as provided in paragraphs (d) and (e) of this Section, (i) each Advance that arises from payment of a draw under the Letter of Credit to pay principal of or interest on Series C Notes at maturity shall be repaid in full, together with interest thereon on December 31, 1990, and (ii) each Advance that arises from payment of a draw under the Letter of Credit to pay interest on Series C Notes on an Interest Payment Date or principal of or interest on Series C Notes upon optional redemption shall be repaid in full, together with accrued interest thereon, in equal installments on December 31 of the year in which each such payment is made and December 31 of each year thereafter up to and including December 31, 1990.

(d) If any event or condition shall which results in the acceleration of the maturity of any Debt of the City, then each Advance outstanding on the date of such acceleration shall be repaid in full, together with interest thereon, on written demand to the City from the Bank.

(e) If subsequent to the Issued Date the City issues any Debt which enables the holder of such Debt or any person acting on such holder's behalf to accelerate such Debt upon the occurrence of an event of default under such Debt, then each Advance that arises from payment of a draw under the Letter of Credit to pay principal of and interest on Notes upon the redemption of Notes pursuant to sub-clause (h)(ii) of Section 3 of the Ordinance and each Advance arising out of prior draws under the Letter of Credit outstanding on the date of such redemption shall be repaid in full, together with interest thereon, on written demand to the City from the Bank.

(f) All payments made, or caused to be made, by the City to the Bank hereunder shall be made in lawful currency of the United States and in immediately available funds at the account of the Bank in New York specified in the Letter of Credit Note. Payment in accordance with the foregoing to the Bank shall discharge the obligation of the City to make such payment.

(g) Whenever any payment by the City under any provision of this Agreement shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, together with interest thereon for such extended time at the applicable rate in effect.

(h) Upon making any payment or causing any payment to be made to the Bank as required or permitted by Article III hereof, the City shall (i) inform the Bank whether such payment is in reimbursement of a draw under the Letter of Credit on the day of such payment or in payment of an Advance and (ii) if the amount of such payment is less than the amount required to reimburse the Bank in full for such draw or to pay outstanding Advances in full, as the case may be, the City shall designate the Series of Notes in respect of which such reimbursement is being made or the Advances being paid, as the case may be. If the City does not comply with the requirements of the previous sentence, the Bank may, in its discretion, apply such amount to the reimbursement of such draw relating to any one or more Series of Notes or the payment of any outstanding Advances, provided that if the Bank is informed by the City that such amount is being paid from a specific account in the Note Fund, such amount shall be applied only to reimbursement of a draw or payment of Advances to be paid from such account pursuant to the Ordinance. The preceding two sentences shall not be applicable to any payment of proceeds of the resale of Notes tendered pursuant to subsection (i) of Section 3 of the Ordinance, which shall be applied as set forth in Section 3.04(b) of this Agreement.

Section 3.04 Prepayment of Advances.

(a) The City may at any time and from time to time prepay or cause to be prepaid any Advance in whole or in part, and, if in part in amounts aggregating not less than \$100,000 and any integral multiple thereof, without penalty or premium, together with interest accrued thereon to the date of prepayment. It is understood that (i) the Letter of Credit provides that if the Paying Agent receives notice from the Bank not earlier than 5 calendar days and not later than 10 calendar days from the date of a drawing under the Letter of Credit by an Interest Draft (as defined in the Letter of Credit) that an Advance arising from such drawing has not been prepaid in full, the right to draw on the Letter of Credit by an Interest Draft shall not be reinstated and (ii) the Ordinance provides that if the right to draw on the Letter of Credit by an Interest Draft is not reinstated, the Paying Agent shall call the Notes for redemption.

(b) Simultaneously with the resale of any Notes held by the Paying Agent in the Custody Account on behalf of the Bank the City shall cause the proceeds of such resale to be paid to the Bank to the extent of any outstanding Tender Advances, together with accrued interest thereon, relating to such Notes. Such proceeds shall be applied by the Bank in full repayment of such outstanding Tender Advances and the City shall, on the day of such resale, pay to the Bank any additional amounts required to pay such outstanding Tender Advances in full.

Any interest paid to the Bank in respect of Notes held by the Paying Agent in the Custody Account on behalf of the Bank shall be applied by the Bank first in reduction of interest to be paid on Tender Advances relating to such Notes and then in reduction of

the principal of such Advances. Any excess after such applications shall be paid to the City.

(c) The City covenants and agrees that on December 31, 1986 it shall prepay or cause to be prepaid any Advance, together with accrued interest thereon, arising from payment of a draw under the Letter of Credit to pay principal of or interest on Series A Notes prior to the maturity of such Notes, to the extent the City has legally available funds to make such prepayment on such date.

(d) Advances, together with accrued interest thereon, relating to any Series of Notes shall be prepaid to the extent the Trustee, pursuant to Section 15 of the Ordinance and on demand of the Bank, pays to the Bank moneys deposited in the respective accounts within the Note Fund.

Article IV.

Other Payments.

Section 4.01 Other Payments.

(a) The City agrees to pay to the Bank fees with respect to the Letter of Credit until the termination of the Letter of Credit in the following amounts:

(i) 0.25% per annum of the Series A Letter of Credit Amount in effect on the date such payment is required to be made;

(ii) 0.325% per annum of the Series B Letter of Credit Amount in effect on the date such payment is required to be made; and

(iii) 0.4% per annum of the Series C Letter of Credit Amount in effect on the date such payment is required to be made.

Fees to be paid pursuant to this paragraph (a) shall be paid semi-annually in advance, commencing on the Date of Issuance (for the period from the Date of Issuance through June 30, 1986) and thereafter on July 1 and January 1 of each year. The Bank agrees that the City shall have no obligation to pay fees pursuant to this paragraph (a) during the continuance of a failure by the Bank to make payment upon a valid draw under the Letter of Credit.

(b) If any change in the law or regulation of the United States or any state thereof or in the interpretation thereof by any court or administrative or governmental authority charged with the administration thereof shall either (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against letters of credit issued by the Bank or (ii) impose on the Bank any other condition regarding the Letter of Credit, and the result of any event referred to in clause (i) or (ii) above shall be to increase the cost to the Bank of issuing or maintaining the Letter of Credit (which increase in cost shall be the result of the Bank's reasonable allocation of the aggregate of such cost increases resulting from such events), then, upon thirty days' notice from the Bank, the City shall on the Interest Payment Date next succeeding the end of such

notice period pay to the Bank all additional amounts which are necessary to compensate the Bank for such increased cost incurred by the Bank. The notice referred to in the previous sentence shall state the nature of the event giving rise to such notice and shall include a certificate, itemized in detail, as to the increased costs incurred by the Bank as a result of such event, which certificate shall be conclusive (absent manifest error) as to the amount of such increased costs. The City will also pay to the Bank, on notice by the Bank on behalf of any participating bank referred to in Section 10.04 of this Agreement and in accordance with the above procedure, any additional amounts which are necessary to compensate such participating bank for increased costs described in clause (i) or clause (ii) above incurred by such participating bank. The Bank shall not demand payment more frequently than once in any sixty day period. All payments of increased cost shall bear interest thereon if not paid within two Business Days after the Interest Payment Date when due until payment in full at a rate of interest per annum equal to 2% plus the Prime Rate in effect from time to time. The Bank will use good faith and reasonable efforts to minimize the amount of such increased costs. The Bank agrees that if it becomes entitled to invoke the provisions of this Section, it will, if requested by the City, use good faith and reasonable efforts to designate another agency or branch of the Bank in the United States at which to book its obligations under the Letter of Credit, with the object of avoiding such increase in cost provided that such designation can be made on such terms that the Bank and such other agency or branch suffer no economic, legal or regulatory disadvantage.

Article V.

Conditions.

Section 5.01 Conditions Precedent to Issuance of Letter of Credit.

(a) The Bank will issue the Letter of Credit upon the request of the City in accordance with Section 2.01 and subject to fulfillment of the conditions set forth in subsections (b), (c), (d) and (e) below.

(b) The Bank shall have received on or before the Date of Issuance the following, each dated on or as of such date, in form and substance satisfactory to the Bank:

(i) Evidence satisfactory to counsel for the Bank of the adoption by the City Council of the Ordinance;

(ii) opinions of the Corporation Counsel of the City, and Chapman and Cutler and Richard H. Newhouse, Esq., Bond Counsel, in the forms attached as Exhibits C1 and C2 hereto;

(iii) an opinion of Davis Polk & Wardwell, special United States counsel for the Bank, in the form attached as Exhibit D1 hereto;

(iv) an opinion of Braun Moriya Hoashi and Kubota, special Japanese counsel for the Bank, in the form attached as Exhibit D2 hereto;

- (v) an executed copy (or duplicates thereof) of the Purchase Contract;
 - (vi) a certificate of the City Clerk of the City, certifying the name and true signature of the officer of the City authorized to execute this Agreement and the Letter of Credit Note;
 - (vii) the amounts specified to be paid on the Issuance Date pursuant to Section 4.01(a); and
 - (viii) such other documents, instruments, approvals or opinions as the Bank may reasonably request.
- (c) The representations and warranties contained in Section 7.01 hereof shall be correct on and as of the Date of Issuance as though made on and as of such date and no Event of Default and no condition or event which, with the giving of notice or lapse of time or both, would become such an Event of Default shall have occurred and be continuing on the Date of Issuance and the Bank shall have received a certificate signed by the Comptroller of the City, dated the Date of Issuance, to that effect.
- (d) On or before the Date of Issuance:
- (i) all conditions precedent to the issuance of the Notes shall have occurred;
 - (ii) the City shall have duly executed, issued and sold the Notes to the Underwriters as contemplated by the Purchase Contract and the City shall have duly executed, issued and delivered the Letter of Credit Note to the Bank; and
 - (iii) the Bank and Irving Trust Company shall have entered into the Custody Agreement.

Article VI.

Obligations Absolute.

Section 6.01 Obligations Absolute. The obligations of the City to make payments under this Agreement and the Letter of Credit Note shall be unconditional and irrevocable, and shall be performed in accordance with the terms of this Agreement, under all circumstances, including without limitation the following circumstances:

- (a) any lack of validity or enforceability of the Letter of Credit or the Letter of Credit Note;
- (b) any amendment or waiver of or any consent to departure from the Ordinance;
- (c) the existence of any claim, set-off, defense or other rights which the City may have at any time against the Paying Agent, any beneficiary or any transferee of the Letter of Credit (or any Persons for whom the Paying Agent, any such beneficiary or any such transferee may be acting), the Bank or any other Person, whether in connection with this Agreement, any related documents or any unrelated transactions, provided that

nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(d) any statement or any other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate;

(e) payment under the Letter of Credit by the Bank to the Service Fund (as defined in the Ordinance) against presentation of a draft or certificate which does not comply with the terms of the Letter of Credit; or

(f) any other circumstance or happening whatsoever, whether or not similar to the foregoing.

Article VII.

Representations and Warranties.

Section 7.01 Representations and Warranties of the City. The City hereby represents and warrants to the Bank that:

(a) That City has full legal right, power and authority (i) to enter into this Agreement, and (ii) to execute and deliver the Letter of Credit Note as provided herein and in the Ordinance; and the City has duly authorized and approved the execution and delivery of the Letter of Credit Note and this Agreement and the performance by the City of its obligations thereunder and hereunder;

(b) No further authorization or approval is required for the execution and delivery of this Agreement or the Letter of Credit Note by the City and this Agreement and the Letter of Credit Note constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms; and no further authorization or approval is required for the performance by the City of its obligations hereunder or thereunder;

(c) The City, acting through the Mayor and the Comptroller, has duly authorized and approved the Preliminary Official Statement and has duly authorized, approved and executed the Official Statement;

(d) The Ordinance has been duly adopted for the City by the City Council, is in full force and effect and is a contract with the holders of the Notes and with the Bank and is a legal, valid and binding obligation of the City, enforceable by the Bank in accordance with its terms;

(e) The Letter of Credit Note when issued and delivered by the City to the Bank pursuant to this Agreement will, to the extent of any Advances evidenced thereby, constitute a general obligation of the City to which the full faith and credit of the City is pledged and for the payment of principal of and interest on which taxes will be levied and proceeds of taxes levied will be applied as provided in the Ordinance;

(f) Upon reliance on the opinion of Bond Counsel, payments of interest on the Letter of Credit Note are exempt from federal income taxation;

(g) No consent or approval of, or registration or declaration with, any Federal, State or other governmental commission, board, regulatory body or instrumentality, other than under state blue sky or securities laws and other than the approval of the City Council (which approval has been obtained), is or was required in connection with any of the actions of the City described in subparagraph (a) (b), (c), (d) or (e) of this Section 7.01, nor is any election or referendum of voters required in connection therewith;

(h) All legislation (except for the tax levy ordinance provided for in Section 21 of the Ordinance) necessary to fulfill the terms and conditions of, and to carry out the transactions contemplated by the Ordinance, this Agreement, the Letter of Credit Note and the Purchase Contract is in full force and effect;

(i) The execution and delivery of this Agreement and the Letter of Credit Note by the City, and the carrying out of the transactions contemplated by the Ordinance, this Agreement, the Purchase Contract and the Letter of Credit Note do not and will not conflict with or constitute on the part of the City a breach of, or a default under, any existing law (including, without limitation, the Constitution of the State), any court or administrative regulation, decree or order or an agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is bound;

(j) The Preliminary Official Statement, as of the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the Preliminary Official Statement, or the statements and information therein contained, in light of the circumstances under which they were made, not misleading, provided that the foregoing shall not apply to any information provided by the Bank to the City for inclusion therein and appearing in Appendix B thereof;

(k) The Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the Official Statement, or the statements and information therein contained, in light of the circumstances under which they were made, not misleading, provided that the foregoing shall not apply to any information provided by the Bank to the City for inclusion therein and appearing in Appendix B thereof;

(l) Except as disclosed, prior to the execution of this Agreement, in the Preliminary Official Statement, the Official Statement or in writing to the Bank, no litigation is pending (or to the knowledge of the City threatened) against the City in any court (i) to restrain or enjoin the delivery by the City of the Notes or the Letter of Credit Note, or (ii) in any manner questioning the authority of the City to issue, or the issuance or validity of, the Letter of Credit Note, the Notes or any other Debt of the City or (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Notes or the Letter of Credit Note, or (iv) questioning any of the legislation referred to in Section 7.01(h), or (v) questioning the validity or enforceability of the Ordinance or (vi) questioning in any manner the levy, collection or deposit or proposed levy, collection or deposit of any material portion of the revenues of the City pledged to the repayment of the Letter of Credit Note, or (vii) contesting in any way the

completeness, accuracy or fairness of the Preliminary Official Statement or the Official Statement or (viii) which might in any material respect adversely affect the transactions contemplated herein and in the Official Statement, and the entitlement of any members of the City Council and of any officers of the City executing this Agreement, the Letter of Credit Note or any document delivered hereunder to their respective positions are not being contested;

(m) The representations and warranties of the City set forth in the Purchase Contract are true and correct;

(n) The proceeds of taxes of the City pledged pursuant to Section 22 of the Ordinance, the taxes levied pursuant to Section 23 of the Ordinance and the taxes to be levied pursuant to Section 21 of the Ordinance for payment of the Notes and the Letter of Credit Note have not been, and will not be, pledged by the City to the payment of any other obligation, and upon payment to the Trustee for deposit in the Note Fund, will not be subject to any prior claim or prior lien;

(o) Any debt evidenced by the Letter of Credit Note will rank at least equally in right of payment by the City with all other full faith and credit general obligations of the City not secured by a pledge of specific revenues of the City;

(p) The City's 1986 Cash Flow Projection, copies of which have been furnished to the Bank, are based on data and assumptions which, to the best knowledge of the City, are accurate and complete in all material respects and have been prepared in accordance with the City's customary financial practices applied on a consistent basis;

(q) Subsequent to the respective dates as of which information is given in the Official Statement there has not been any material adverse change in the financial position, or prospects or projections, results of operations or condition, financial or otherwise, of the City, except as described in the Official Statement or the City's 1986 Cash Flow Projection referred to in paragraph (p) above;

(r) There is no amendment, or proposed amendment certified for placement on a statewide ballot, to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any legislation which has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the Notes, the Letter of Credit Note or the Letter of Credit, or any holder or beneficiary thereof in his capacity as such; and

(s) The City is a "home rule unit" as that term is defined in Section 6 of Article VII of the 1970 Constitution of the State, the City having a population in excess of 25,000 and having not elected by referendum not to be such a home rule unit. Pursuant to the provisions of Section 6(a) of Article VII and subject to the limitations of that Article, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

Section 7.02 Representations and Warranties of the Bank. The Bank represents and warrants as of the date hereof that:

(a) The execution, delivery and performance by the Bank of this Agreement and the Letter of Credit are within its corporate power, have been duly authorized by all necessary corporate action, and require no action by or in respect of, or filing with, any governmental body, agency or official (other than under any state blue sky or securities laws);

(b) This Agreement constitutes a valid and binding agreement of the Bank, and the Letter of Credit, when executed and delivered in accordance with this Agreement, will constitute a valid and binding obligation of the Bank, enforceable in accordance with their respective terms except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and the availability of equitable remedies may be limited by equitable principles of general applicability; and

(c) The financial statements of the Bank delivered to the City for inclusion in the Preliminary Official Statement and Official Statement present fairly the financial position of the Bank as of March 31, 1985 and the results of the Bank's operations for the year then ended in conformity with accounting principals generally accepted in Japan applied on a consistent basis.

Article VIII.

Covenants.

The City hereby agrees that:

Section 8.01 Information. The City will deliver to the Bank (i) in as many copies as it shall request, as soon as available, the following documents:

(a) the annual financial statements of the City;

(b) the City's annual budget and the City's annual appropriation ordinance;

(c) the City's quarterly statements of receipts and disbursements; and

(d) any disclosure documents distributed in connection with any public issue of Debt of the City;

and (ii) from time to time such additional information regarding the financial condition of the City as the Bank may reasonably request. Promptly upon becoming aware of the existence of an occurrence which would, with the lapse of time or giving notice, or both, lead to an Event of Default the City shall give notice to the Bank of such occurrence, which notice shall state what action the City proposes to take in regard to such occurrence.

Section 8.02 Inspection of Records. Upon reasonable request of the Bank and during normal business hours, the City will give the Bank, or any attorney-in-fact or counsel therefor, access to and permission to examine, copy or make excerpts from any and all

books, records and documents under control of the Comptroller of the City relating to the financial condition of the City.

Section 8.03 Compliance with Law. The City will comply with and observe the obligations and requirements set forth in the Ordinance and in the Constitution of the State and in all statutes and regulations binding upon it relating to the Notes, the Letter of Credit Note or this Agreement.

Section 8.04 Payment of Proceeds of Taxes into Note Fund. The City will cause the City Treasurer to deposit into the appropriate accounts in the Note Fund the proceeds of taxes levied pursuant to Sections 21 and 23 of the Ordinance. A pro rata share, based on the proportion that the taxes levied pursuant to such Sections in each year bears to the total amount of taxes levied by the City in such year, of each installment of taxes received by the City shall be deposited into the appropriate accounts in the Note Fund.

The City shall cause the City Comptroller to direct the City Treasurer to deposit the proceeds of taxes pledged pursuant to Section 22 of the Ordinance into the appropriate account in the Note Fund as follows:

(i) a pro rata share, based on the proportion that \$ _____ bears to the total amount of taxes levied for the year 1986 for payment into the City's Corporate Fund, of each payment of proceeds of such taxes into such Fund;

(ii) a pro rata share, based on the proportion that \$ _____ bears to the total amount of taxes levied for the year 1986 for payment into the Chicago Public Library (Maintenance and Operation) Fund, of each payment of proceeds of such taxes into such Fund;

(iii) a pro rata share, based on the proportion that \$ _____ bears to the total amount of taxes levied for the year 1986 for payment into the City's Judgment Fund, of each payment of proceeds of such taxes into such Fund;

(iv) a pro rata share, based on the proportion that \$ _____ bears to the total amount of taxes levied for the year 1986 for payment into the City Relief (General Assistance) Fund, of each payment of proceeds of such taxes into such Fund; and

(v) a pro rata share, based on the proportion that \$ _____ bears to the total amount of taxes levied for the year 1986 for payment into the Chicago Public Library (Building and Sites) Fund, of each payment of proceeds of such taxes into such Fund.

Nothing contained in this Section 8.04 shall prevent the City from making payments into the appropriate accounts in the Note Fund sooner than required by this Section, nor shall the provisions hereof be construed as requiring or permitting the City to pay into the Note Fund greater or lesser amount than the amounts required by the Ordinance.

Section 8.05 Permitted Investments. The City will cause the City Treasurer to direct the Trustee to invest moneys in the Note Fund only in Permitted Investments.

Section 8.06 Maximum Interest Rate on Notes. The rate of interest on the Notes established by the City pursuant to sub-clauses (d) and (i) of Section 3 of the Ordinance will at no time exceed ten percent per annum.

Article IX.

Events of Default.

Section 9.01 Events of Default. The occurrence and continuance of any one or more of the following events shall be an Event of Default:

(a) Payment of any amount of principal of or interest on the Letter of Credit Note shall not be made when the same shall become due and payable; or

(b) Any representation or warranty made by the City in this Agreement, or any statement or representation made by or on behalf of the City in any document delivered hereunder, shall prove to have been incorrect in any material respect when made; or

(c) The City shall default in the due and punctual performance of the undertakings contained in Sections 21, 22 and 23 of the Ordinance; or

(d) The City shall fail to pay when due any principal of or interest on Debt of the City in an aggregate principal amount in excess of \$1,000,000 or any event shall occur as a result of which any holder or holders (or a trustee on behalf of such holders) of any Debt of the City in an aggregate principal amount in excess of \$1,000,000, shall have the right to accelerate the maturity of such Debt; or

(e) The City shall default in the due and punctual performance of any other of the covenants, agreements and provisions contained in the Ordinance, this Agreement or in the Letter of Credit Note to be performed by the City and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Bank; or

(f) The City shall become insolvent or admit in writing its inability to pay its debts as they mature or shall declare a moratorium on the payment of its debts or apply for, consent to or acquiesce in the appointment of a trustee or receiver for itself or any part of its property, or shall take any action to authorize or effect any of the foregoing; or in the absence of any such application, consent or acquiescence, a trustee or receiver shall be appointed for it or for a substantial part of its property or revenues and shall not be discharged within a period of thirty (30) days; or all, or any substantial part, of the property of the City shall be condemned, seized, or otherwise appropriated, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding shall be instituted by or against the City (or any action shall be taken to authorize or effect the institution by it of any of the foregoing) and if instituted against it, shall be consented to or acquiesced in by it, or shall not be dismissed within a period of thirty (30) days; or

(g) The City shall default in the payment when due of any amount payable pursuant to Section 4.01(a) of this Agreement and such default shall continue for five (5) days after notice of such default shall have been given to the City by the Bank.

Upon the occurrence and continuance of any Event of Default the Bank may, by written notice to the City, the Paying Agent, the Remarketing Agent and the Trustee, direct the Paying Agent to call the Notes for redemption as provided in sub-clause (h) (ii) of Section 3 of the Ordinance.

Article X.

Miscellaneous.

Section 10.01 Amendments and Waivers. No amendment or waiver of any provision of this Agreement or the Letter of Credit Note nor consent to any departure by the City therefrom shall in any event be effective unless the same shall be in writing and signed by the City and the Bank. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 10.02 Notices. All notices, requests and other communications to any Person hereunder shall be in writing (including bank wire, telegram, telecopier, telex or similar writing) and shall be given to such Person, addressed to it, at its address or telecopier or telex number set forth below or such other address or telecopier or telex number as such Person may hereafter specify for the purpose by notice to the City and the Bank. Each such notice, request or communication shall be effective (i) if given by telex or telecopy, when such telex or telecopy is transmitted to the telex or telecopy number specified below and the appropriate answerback is received, (ii) if given by mail five days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified below.

Person	Address
City of Chicago	Comptroller's Office City Hall, Room 501 121 North LaSalle Street Chicago, Illinois 60602 Attn: City Comptroller Telecopy: (312) 744-8401
The Mitsubishi Bank, Limited New York Branch	One World Trade Center Suite 8527 New York, New York 10048 Attn: Mr. Takehiro Naruse Manager (212) 524-7041

Person	Address
	Mr. Hiroichi Shishimi Assistant Manager (212) 524-7169
	Telex: 129 220 WU (Domestic) BISHIBANKA NYK 23 2328 RCA (International) MIT UR
Salomon Brothers Inc as Remarketing Agent	One New York Plaza New York, New York 10004
	Telex:
Irving Trust Company as Paying Agent	(Address)
	Telecopy:

[Trustee]

Telex:

Section 10.03 No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 10.04 Continuing Obligation. The obligations of the City under this Agreement shall continue until the later of (i) the Termination Date or (ii) the date upon which all amounts to be paid by the City hereunder shall have been paid in full, and shall (a) be binding upon the City and (b) inure to the benefit of and be enforceable by the Bank and its successors, transferees and assigns; provided, however, that the City may not assign all or any part of this Agreement without the prior written consent of the Bank. The Bank may grant participations to other banking institutions in portions of its obligations under the Letter of Credit and in the Advances evidenced by the Letter of Credit Note, provided that any instrument or agreement under which such participation is granted shall provide that such participating bank or banks agree to be bound by the last two sentences of Section 4.01(b).

Section 10.05 Transfer of Letter of Credit. The Letter of Credit may be transferred in accordance with the provisions set forth therein.

Section 10.06 Liability of the Bank. As against the Bank, the City assumes all risks of the acts or omissions of the Paying Agent and any transferee of the Letter of Credit with respect to its use of the Letter of Credit. Neither the Bank nor any of its officers or directors shall be liable or responsible for: (a) the use which may be made of the Letter of Credit or for any acts or omissions of the Paying Agent and any beneficiary or transferee in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any indorsement thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by the Bank to the Paying Agent or any transferee of the Letter of Credit against presentation of documents which do not comply with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or (d) any other circumstances whatsoever in making payment under the Letter of Credit, except only that the City shall have a claim against the Bank, and the Bank shall be liable to the City, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the City which the City proves were caused by (i) the Bank's willful misconduct or gross negligence in determining whether documents presented under the Letter of Credit comply with the terms thereof or (ii) the Bank's failure to pay under the Letter of Credit after the presentation to it by the Paying Agent (or a transferee to whom the Letter of Credit has been transferred in accordance with its terms) of a draft and certificate strictly complying with the terms and conditions of the Letter of Credit. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary unless the Paying Agent (or a transferee of the Letter of Credit) and the City shall notify the Bank prior to acceptance that such documents do not comply with the Letter of Credit.

The City hereby indemnifies and holds the Bank harmless from and against any and all claims, damages, losses, liabilities, costs or expenses (including fees and expenses of counsel for the Bank, approved by the City, provided that the approval of such counsel by the City shall not be withheld unreasonably) which the Bank may incur or which may be claimed against the Bank by any Person by reason of any inaccuracy in any material respect, or any untrue statement or alleged untrue statement of any material fact, contained in the Preliminary Official Statement (except for Appendix B thereto) or the Official Statement (except for Appendix B thereto) or any amendment or supplement thereto, or by reason of the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances under which they were made, not misleading. No indemnity shall be payable by the City pursuant to the preceding sentence if the Bank makes any settlement of any such claim without the consent of the City, which consent will not be withheld unreasonably. The Bank shall promptly notify the City of any such claim. The City reserves the right to intervene in any action based on such claim and the Bank shall not oppose such intervention.

Section 10.07 Costs, Expenses and Taxes. The City agrees to pay on demand all reasonable costs and expenses in connection with the preparation, execution, delivery and administration of this Agreement, the Letter of Credit and the Letter of Credit Note and any other documents which maybe delivered in connection herewith or therewith, including, without limitation, the reasonable fees and out-of-pocket expenses of Davis Polk & Wardell, as special United States counsel for the Bank and with respect to advising the

Bank as to its rights and responsibilities under this Agreement or any waiver or amendment of, or the enforcement of, this Agreement or the Letter of Credit Note and such other documents which may be delivered in connection with this Agreement. In addition, the City shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery of this Agreement and the Letter of Credit Note and such other documents and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees, provided, that the Bank agrees promptly to notify the City of any such taxes and fees.

Section 10.08 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 10.09 Setoff. In addition to, and without limitation of, any rights of the Bank under applicable law, if the City becomes insolvent, however evidenced, or any Event of Default occurs and is continuing, any indebtedness from the Bank to the City (excluding any trust accounts and other security and cash held in an agency capacity pursuant to a written agreement with respect to the agency and trust capacity between the City and the Bank) may be offset and applied toward the payment of the Advances, whether or not the Advances, or any part thereof, shall then be due; provided, however, that the Bank hereby agrees to waive, at any time after the commencement of a proceeding in bankruptcy or reorganization with respect to the City, its rights to set off any and all deposits or other moneys at any time held and other indebtedness at any time owing by the Bank for the credit or the account of the City against any and all obligations. Notwithstanding the foregoing, the waiver of the Bank set forth above shall be of no force or effect at such time as, if in the unqualified opinion of nationally recognized counsel experienced in bankruptcy matters, due to legislative or judicial developments after the date hereof, the absence of such waiver or failure to comply therewith will not constitute a basis for the granting of injunctive relief against payment under the Letter of Credit.

Section 10.10 Additional Collateral. The Bank hereby covenants and agrees that if at any time it shall obtain or take any additional collateral security for the obligations of the City hereunder or under the Letter of Credit Note, it shall cause the same to be granted to it and the beneficiary of the Letter of Credit by the City for the pro rata benefit and security of (i) itself to secure such obligations, and (ii) the beneficiary of the Letter of Credit to secure the Notes, if and to the extent that the Notes are supported by the Letter of Credit. The foregoing provisions of this Section 10.10 shall only be applicable if and to the extent that proceeds of collateral are applied to the obligations of the City hereunder or under the Letter of Credit Note and the Bank shall be free to first make applications to other indebtedness, obligations and liabilities of the City to it. The beneficiary of the Letter of Credit may only receive the benefits of the provisions of this Section 10.10 if and to the extent that such benefits are applied to the payment of amounts which could have been drawn under the Letter of Credit and all rights under this provision shall cease upon the receipt by the beneficiary of all amounts which may be drawn under the Letter of Credit.

Section 10.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 10.12 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITY OF CHICAGO

By _____
Title: Comptroller

THE MITSUBISHI BANK, LIMITED
NEW YORK BRANCH

By _____
Title: Manager

Exhibit A

[FORM OF UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT]

Unconditional Irrevocable Letter
of Credit No. _____

[Date of Issuance]

Irving Trust Company, as Paying Agent
under the Ordinance adopted
by the City Council of the
City of Chicago on
January ____, 1986

[Address]

New York, New York 10015
Attn: Corporate Trust Department

Dear Sirs:

At the request and on the instructions of the City of Chicago (the "City"), we hereby establish in your favor, as Paying Agent under the above Ordinance (the "Ordinance") for the benefit of holders of the Notes (as defined below), pursuant to which up to \$_____ in aggregate principal amount of full faith and credit General Obligation Daily Adjustable Tax Exempt Securities, Series 1986 A, B and C (by series the

"Series A Notes", the "Series B Notes" and the "Series C Notes" respectively, and, collectively, the "Notes") of the City of Chicago are being issued, our Unconditional Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), in the amount of (the "Letter of Credit Amount", as more fully described below), effective immediately and terminating on the earliest of (i) November 30, 1990, (ii) the date on which all of the Notes shall have been redeemed or purchased for cancellation pursuant to Section 3 of the Ordinance and (iii) the date on which you shall have accepted an alternate letter of credit in substitution hereof in accordance with the Ordinance. The earliest of such dates is referred to herein as the "Termination Date".

The Letter of Credit Amount is comprised of (i) \$ _____ available to be paid in respect of principal of Series A Notes and \$ _____ available to be paid in respect of interest on Series A Notes (together, the "Series A Letter of Credit Amount"), (ii) \$ _____ available to be paid in respect of principal of Series B Notes and \$ _____ available to be paid in respect of interest on Series B Notes (together, the "Series B Letter of Credit Amount") and (iii) \$ _____ available to be paid in respect of principal of Series C Notes and \$ _____ available to be paid in respect of interest on the Series C Notes (together, the "Series C Letter of Credit Amount"). The amounts available to be paid in respect of interest on each Series of Notes is in excess of 65 days interest on such Notes at an assumed interest rate of 10% per annum. Amounts available to be paid in respect of Notes of any one Series shall not be available to be paid in respect of Notes of any other Series. Amounts available to be paid in respect of principal of Notes shall not be available to be paid in respect of interest on Notes and amounts available to be paid in respect of interest on Notes shall not be available to be paid in respect of principal on Notes.

We hereby irrevocably authorize you to draw on us, in an aggregate amount not to exceed the amount of this Letter of Credit set forth above and in accordance with the terms and conditions and subject to the reductions in an amount as herein set forth, (1) in a single drawing (subject to the first sentence in the next following paragraph) by your draft, drawn on us, payable at sight on a Business Day, accompanied by a completed certificate in substantially the form of Annex B attached hereto, which draft and certificate shall be in writing and signed by you (such draft accompanied by such certificate being your "Interest Draft"), an amount not exceeding \$ _____; (2) in one or more drawings by one or more of your drafts, drawn on us, payable at sight on a Business Day, accompanied by a completed certificate in substantially the form of Annex C attached hereto, which draft and certificate shall be in writing and signed by you and may be telecopied by you to us (any such draft accompanied by such certificate being your "Tender Draft"), an aggregate amount not exceeding \$ _____ minus any amount up to \$ _____ drawn by an Interest Draft and remaining unreimbursed; and (3) in one or more drawings by your drafts, drawn on us, payable at sight on a Business Day, accompanied by a completed certificate in substantially the form of Annex D attached hereto, which draft and certificate shall be in writing and signed by you (any such draft accompanied by such certificate being your "Maturity Draft"), an amount not exceeding \$ _____ minus any amount up to \$ _____ drawn by an Interest Draft and remaining unreimbursed. As used herein "Business Day" shall have the meaning set forth in the Reimbursement Agreement referred to below.

If you shall draw on us by your Interest Draft under clause (1) above and shall not have received, not earlier than 5 calendar days and not later 10 calendar days from the date of such drawing, a notice from us to the effect that the Advance, as defined in the Reimbursement Agreement dated as of January 1, 1986 (the "Reimbursement Agreement") between the City and us, arising from such drawing has not been prepaid in full, your right to draw on us in a single drawing by your Interest Draft under clause (1) above shall be automatically and irrevocably reinstated and, effective on the 11th calendar day from the date of such drawing, you shall again be irrevocably authorized to draw on us by your Interest Draft in accordance with clause (1) above and the other terms and conditions referred to or set forth in the first sentence of the foregoing paragraph; and this automatic reinstatement of your right to draw on us by your Interest Draft shall be applicable to successive drawings by your Interest Drafts under clause (1) at any time prior to the Termination Date.

The Letter of Credit Amount (and, as stated in the notice referred to below, the Series A Letter of Credit Amount, Series B Letter of Credit Amount and Series C Letter of Credit Amount) shall be decreased upon our receipt of notice from you, which notice shall be provided upon instructions from the City or upon our request, in the form of Annex A hereto, of a redemption or purchase and cancellation of less than all the Notes outstanding or of the payment in full of any Notes at maturity, by an amount equal to the amount stated in said notice and the amounts available to be drawn by you by any subsequent Interest Draft, Tender Draft or Maturity Draft shall be automatically decreased by the amounts stated in such notice.

Upon presentation by you of any Tender Draft, the Series A Letter of Credit Amount, Series B Letter of Credit Amount and Series C Letter of Credit Amount, as the case may be, available to be drawn by you by any subsequent Interest Draft, Tender Draft or Maturity Draft shall be automatically decreased by an amount equal to the amount of such Tender Draft applicable to Series A, Series B and Series C Notes, as the case may be. Thereafter, the amount from time to time available to be drawn by you by Interest Drafts, Tender Drafts and Maturity Drafts in respect of each Series of Notes shall be increased to the extent, but only to the extent, (i) that you receive immediately available funds for our benefit against your delivery of such Notes upon remarketing or (ii) of the principal amount of and accrued interest up to the date of such drawing on Notes of such Series that you and we are advised have been placed in the Custody Account (as defined in the Reimbursement Agreement) following payment of such Tender Draft.

Funds under this Letter of Credit are available to you against (1) your Interest Draft referring thereon to the number of this Letter of Credit, (2) your Tender Draft referring thereon to the number of this Letter of Credit, and (3) your Maturity Draft referring thereon to the number of this Letter of Credit. Each such draft and certificate (constituting an Interest Draft, a Tender Draft or a Maturity Draft, as the case may be) shall be dated the date of its presentation, and shall be presented (or, in the case of a Tender Draft, telecopied) to our office located at One World Trade Center, Suite 8527, New York, New York 10048, Telecopy: (212) 432-1157, Attention: International Finance Department (or at any other office or telecopy number in the City and State of New York which may theretofore have been designated by us by written notice delivered to you). If we receive any of your drafts and certificates at such office, all in strict conformity with the terms and conditions of this Letter of Credit, on or prior to the Termination Date, we will honor the same after

presentation thereof in accordance with the provisions hereof and your payment instructions. If we receive any of your drafts and certificates at such office on or before 11:00 A.M. (12:00 Noon, in the case of a Tender Draft), New York City time, on a Business Day we will honor the same after presentation thereof by 1:00 P.M., New York City time, in the case of a Tender Draft and by 4:00 P.M., New York City time, in the case of an Interest Draft or Maturity Draft, on the same day, provided that such drafts and certificates conform with the terms and conditions of this Letter of Credit. If we receive any of your drafts and certificates at such office between 11:00 A.M. (12:00 Noon, in the case of Tender Draft) and 2:00 P.M. (New York City time) on a Business Day, we will honor the same after presentation thereof by 12:00 Noon (New York City time) on the next succeeding Business Day provided that such drafts and certificates conform with the terms and conditions of this Letter of Credit. If we receive any of your drafts and certificates at such office after 2:00 P.M. (New York City time) on a Business Day, we will honor the same after presentation thereof on the next succeeding Business Day provided that such drafts and certificates conform with the terms and conditions of this Letter of Credit. If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank of New York funds to your account in a bank on the Federal Reserve wire system or by deposit of same day funds into a designated account that you maintain with us.

If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you thereof, within 1-1/2 hours (1 hour, in the case of a Tender Draft), including only hours or portions thereof occurring between 9:00 A.M. and 5:00 P.M. (New York City time) on a Business Day, after such delivery, such notice to be promptly confirmed by written notice in the form of Annex E hereto. Upon being notified that the purported negotiation was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment if, and to the extent that, you are entitled (without regard to the provisions of this sentence) and able to do so.

This Letter of Credit sets forth in full the terms of our undertaking and shall not in any way be amended, amplified or limited by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, except for the certificates referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates.

Our obligations hereunder are primary obligations and shall not be affected by the performance or non-performance by the City of any obligations under the Notes or under any agreement between the City and you or between the City and us.

This Letter of Credit is transferable in its entirety (but not in part) to any transferee who has succeeded you as Paying Agent under the Ordinance and may be successively transferred and, upon the occurrence of an Event of Default, to the Trustee (as such terms are defined in the Ordinance). Transfer of this Letter of Credit to such transferee shall be effected by the presentation to such successor Paying Agent or Trustee of this Letter of Credit and delivery to us of a certificate substantially in the form of Annex F attached hereto.

Only you or a transferee who has succeeded you pursuant to the provisions of the previous paragraph may make a drawing under this Letter of Credit. Upon the termination of this Letter of Credit we shall be fully discharged of our obligation hereunder. This Letter of Credit shall be promptly surrendered to us by you upon such termination.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits (1983 revision) International Chamber of Commerce Publication 400, and, as to matters not covered therein, be governed by the laws of the State of New York, including without limitation the Uniform Commercial Code as in effect in such State.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address set forth above (Attention: International Finance Department), specifically referring to the number of this Letter of Credit.

THE MITSUBISHI BANK, LIMITED
NEW YORK BRANCH

By _____
Title: _____

Annex A.

Certificate for the Reduction
Of Amounts Available Under
Irrevocable Letter of Credit No. _____
Dated _____

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to the Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent hereby notifies you that on or prior to the date hereof the principal amount of Notes which have been (i) redeemed and paid pursuant to the Ordinance, (ii) paid at maturity or (iii) purchased by the City for cancellation pursuant to the Ordinance, is as follows:

Series A Notes --	\$ _____	redeemed and paid.
	\$ _____	matured and paid.
	\$ _____	purchased for cancellation.

Series B Notes -- \$ _____ redeemed and paid.
\$ _____ matured and paid.
\$ _____ purchased for cancellation.

Series C Notes -- \$ _____ redeemed and paid.
\$ _____ matured and paid.
\$ _____ purchased for cancellation.

(3) Following the redemption, maturity and payment or purchase referred to in paragraph (2) above, the aggregate principal amount of all of the Notes Outstanding (as defined in the Ordinance) is as follows:

Series A Notes -- \$ _____
Series B Notes -- \$ _____
Series C Notes -- \$ _____

(4) The maximum amount of interest, computed in accordance with the terms and conditions of the Notes and the Ordinance, which could accrue on the Notes referred to in paragraph (3) above in a period of 65 days is as follows:

Series A Notes -- \$ _____
Series B Notes -- \$ _____
Series C Notes -- \$ _____

(5) The amount available to be drawn by the Paying Agent under the Letter of Credit by any Interest Draft relating to each series of Notes is reduced to the amounts set forth below (such amounts being equal to the amounts specified in paragraph (4) above) upon receipt by the Bank of this Certificate:

Series A Notes -- \$ _____
Series B Notes -- \$ _____
Series C Notes -- \$ _____

(6) The amount available to be drawn by the Paying Agent under the Letter of Credit by any Tender Draft or any Maturity Draft relating to each series of Notes (before subtracting any amount drawn under an Interest Draft and remaining unreimbursed) is reduced to the amounts set forth below (such amounts being equal to the sum of the

amounts specified in paragraphs (3) and (4) above with respect to each series of Notes) upon receipt by the Bank of this Certificate:

Series A Notes -- \$ _____

Series B Notes -- \$ _____

Series C Notes -- \$ _____

In Witness Whereof, the Paying Agent has executed and delivered this Certificate this _____ day of _____, 19____.

as Paying Agent

By _____
[Name and Title]

Annex B.

Certificate for Drawing in Connection With the Payment of up
to Sixty-Five Days' Interest on the City of Chicago
General Obligation Daily Adjustable Tax Exempt
Securities, Series 1986 (the "Notes")

Irrevocable Letter of Credit No. _____

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to the Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent is making a drawing under the Letter of Credit with respect to a payment of interest on the Notes, which payment is due on _____.

(3) [The Interest Draft accompanying this Certificate is the first Interest Draft presented by the Paying Agent under the Letter of Credit.]* [The Interest Draft last presented by the Paying Agent under the Letter of Credit was honored and paid by you

* To be used in the Certificate relating to the first Interest Draft only.

on _____, 19____, and the Paying Agent did not within 10 calendar days after the date of such drawing receive a notice from you that an Advance (as defined in the Reimbursement Agreement) arising from such payment had not been prepaid in full.]**

(4) The amount of the Interest Draft accompanying this Certificate is equal to \$_____, comprising \$_____ in respect of interest payable on Series A Notes, \$_____ in respect of interest payable on Series B Notes and \$_____ in respect of interest payable on Series C Notes. It was computed in compliance with the terms and conditions of the Notes and the Ordinance and does not include any amount of interest on the Notes included in any Tender Draft (which has not been reinstated) or any Maturity Draft presented on or prior to the date of this Certificate.

In Witness Whereof, the Paying Agent has executed and delivered this Certificate as of the ____ day of _____, 19____.

as Paying Agent

By _____
[Name and Title]

Annex C.

Certificate for Drawing in Connection With the Payment of
Principal of and up to Sixty-Five Days' Interest on
the City of Chicago General Obligation Daily
Adjustable Tax Exempt Securities, Series
1986 (the "Notes") in Support of a
Tender

Irrevocable Letter of Credit No. _____

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to the Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ the "Letter of Credit", the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

** To be used in each Certificate relating to each Interest Draft other than the first Interest Draft.

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent is making the drawing under the Letter of Credit with respect to a payment, upon a tender of all or less than all of the Notes which are Outstanding (as defined in the Ordinance), of (i) the unpaid principal amount of the Notes to be purchased as a result of a tender pursuant to the terms of sub-clause (g) Section 3 of the Ordinance and (ii) the amount of interest (not exceeding 65 days' interest) accrued and unpaid thereon to the date of purchase thereof, which payment is due on the date on which this Certificate and the Tender Draft it accompanies are being presented to the Bank.

(3) The amount of the Tender Draft accompanying this Certificate is equal to the sum of (i) \$_____ being drawn in respect of the payment of unpaid principal of Notes, comprising \$_____ in respect of payment of principal of Series A Notes, \$_____ in respect of payment of principal of Series B Notes and \$_____ in respect of payment of principal of Series C Notes, to be purchased as a result of a tender and (ii) \$_____ being drawn in respect of the payment of accrued and unpaid interest on such Notes, comprising \$_____ in respect of such interest on Series A Notes, \$_____ in respect of such interest on Series B Notes and \$_____ in respect of such interest on Series C Notes, and does not include any amount of interest included in any Interest Draft (which has not been reinstated) or any Maturity Draft presented on or prior to the date of this Certificate.

(4) The amount of the Tender Draft accompanying this Certificate was computed in compliance with the terms and conditions of the Notes and the Ordinance and does not exceed the amount available to be drawn by the Paying Agent under the Letter of Credit.

(5) The Paying Agent acknowledges that, pursuant to the terms of the Letter of Credit, upon presentation of the Tender Draft accompanying this certificate the amounts available to be drawn by the Paying Agent under the Letter of Credit with respect to each Series of Notes by any subsequent Interest Drafts, Tender Drafts and Maturity Drafts are automatically decreased by an amount equal to the amount of such Tender Draft applicable to such Series of Notes, subject to reinstatement as provided in the Letter of Credit.

In Witness Whereof, the Paying Agent has executed and delivered this Certificate as of the _____ day of _____, 19____.

as Paying Agent

By _____
[Name and Title]

Annex D.

Certificate for Drawing In Connection with The Payment of
Principal of and up to Sixty-five Days' Interest on
the City of Chicago General Obligation Daily
Adjustable Tax Exempt Securities, Series
1986 (the "Notes"), Upon Stated
Maturity or Optional or
Mandatory Redemption
of any Series as
a Whole

Irrevocable Letter of Credit No. _____

The undersigned, a duly authorized officer of the undersigned Paying Agent (the "Paying Agent"), hereby certifies to the Mitsubishi Bank, Limited, New York Branch (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Paying Agent, that:

(1) The Paying Agent is the Paying Agent under the Ordinance for the holders of the Notes.

(2) The Paying Agent is making a drawing under the Letter of Credit with respect to the payment, either at stated maturity or as a result of a redemption pursuant to Section 3 of the Ordinance, of the unpaid principal amount of, and up to sixty-five days' accrued and unpaid interest on, all of the [Series ____]* Notes which are Outstanding (as defined in the Ordinance) which payment is due on the date on which this Certificate and the Maturity Draft it accompanies are being presented to the Bank.

(3) The amount of the Maturity Draft accompanying this Certificate is equal to the sum of (i) \$ _____ being drawn in respect of the payment of unpaid principal of [Series ____]* Notes and (ii) \$ _____ being drawn in respect of the payment of accrued and unpaid interest on such Notes and does not include any amount of interest on the Notes included in any Interest Draft or Tender Draft presented on or prior to the date of this Certificate (which has not been reinstated).

(4) The amount of the Maturity Draft accompanying this Certificate was computed in compliance with the terms and conditions of the Notes and the Ordinance and does not exceed the amount available to be drawn by the Paying Agent under the Letter of Credit.

In Witness Whereof, the Paying Agent has executed and delivered this Certificate as of the _____ day of _____, 19____.

*To be included if the certificate pertains to Notes of a particular Series.

as Paying Agent

By _____
[Name and Title]

Annex E.

Notice of Dishonor

[Name and Address
of Paying Agent]

Re: Unconditional Irrevocable
Letter of Credit No.

Dear Sirs:

You are hereby notified that we will not honor your demand for payment under the above-referenced Letter of Credit as evidenced by [your demand for payment dated _____], which demand was not made in accordance with the terms and conditions of such Letter of Credit because: [list reasons].

We [herewith return/are holding at your disposal] [such demand for payment].

THE MITSUBISHI BANK, LIMITED
NEW YORK BRANCH

By _____
Title:

Annex F.

Instruction to Transfer

_____, 198____

The Mitsubishi Bank, Limited
New York Branch
One World Trade Center, Suite 8527
New York, New York 10048
Attention: International Finance
Department

Re: Unconditional Irrevocable Letter of Credit No. _____
("Letter of Credit")

Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably advises you that it transferred to:

(Name of Transferee)

(Address)

all rights of the undersigned beneficiary to draw under the above-captioned Letter of Credit (the "Letter of Credit"). [The transferee has succeeded the undersigned as Paying Agent under the Ordinance (as defined in the Letter of Credit)] [The transferee is the Trustee under the Ordinance and an Event of Default has occurred under the Ordinance].

By this transfer, all rights of the undersigned beneficiary in the Letter of Credit are transferred to the transferee and the transferee shall hereafter have the sole rights as beneficiary thereof; provided, however, that no rights shall be deemed to have been transferred to the transferee until such transfer complies with the requirements of the Letter of Credit pertaining to transfers.

Accordingly, you are hereby advised that all rights of the undersigned beneficiary to draw under the Letter of Credit are hereby irrevocably assigned to:

(Name of Transferee)

(Address)

and that all payments to [name of successor paying agent/trustee] under the Letter of Credit should be made to [account # and name (which must be an account in New York in the case of a successor paying agent)].

Very truly yours,
[Name of Paying Agent],
as predecessor Paying Agent

By _____
[Title]

*Exhibit B.*UNITED STATES OF AMERICA
CITY OF CHICAGO

LC No. _____

CITY OF CHICAGO
FULL FAITH AND CREDIT GENERAL OBLIGATION LETTER OF CREDIT NOTEChicago, Illinois
[Date of Issuance]

The City of Chicago (the "Borrower") hereby promises to pay to the order of The Mitsubishi Bank, Limited, New York Branch (the "Bank") at the account specified below, the sum of the aggregate unpaid principal amount of all advances made by the Bank to the Borrower pursuant to the Reimbursement Agreement referred to below on the dates set forth in the Reimbursement Agreement. Each advance shall bear interest on the unpaid principal amount thereof at the rate or rates provided for in the Reimbursement Agreement. All such payments of principal and interest shall be made in lawful currency of the United States and in immediately available funds at the account of The Mitsubishi Bank, Limited, New York Branch at Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York 10015, Account Number 631-21-920.

This note is the Letter of Credit Note referred to in the Reimbursement Agreement dated as of January 1, 1986 between the Borrower and the Bank, as the same may be amended from time to time (the "Reimbursement Agreement"). Terms defined in the Reimbursement Agreement are used herein with the same meanings. Reference is made to the Reimbursement Agreement for provisions for the prepayment hereof.

This Letter of Credit Note is issued pursuant to and in accordance with the Constitution and statutes of the State of Illinois, and pursuant to and in accordance with an ordinance (the "Ordinance") duly adopted by the City Council of Borrower, to evidence advances, if any, made for the purpose of providing funds to pay the principal of and interest on the Notes of the Borrower.

All advances made by the Bank to the Borrower and all repayments of the principal thereof shall be recorded at the time of the making of such advance or repayment by the Bank on the Schedule attached hereto, or on a continuation of such Schedule.

Reference is hereby made to the Ordinance and the Reimbursement Agreement for the provisions, among other things, with respect to the nature and extent of the security for this Letter of Credit Note, the manner and enforcement of such security, the custody and application of the proceeds of this Letter of Credit Note, the rights, duties and obligations of the Borrower and the Bank.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and to be performed, precedent to and in the issuance of this Letter of Credit Note, do exist, have happened and have been performed in due time, form and manner as

required by the Constitution and statutes of the State of Illinois, and that the total indebtedness of the Borrower, including indebtedness evidenced by this Letter of Credit Note, does not exceed any Constitutional or statutory limitation.

This Letter of Credit Note shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the Borrower, by authority of its City Council, has caused this note to be signed for and on its behalf and in its name by the Comptroller, and the official seal of the City of Chicago to be affixed hereto, all as of the _____ day of January, 1986.

City of Chicago, Illinois

By _____
Title: Comptroller

[Seal]

Schedule of
Advances and Payments of Principal

Series of Underlying Notes	Date of Advance	Amount of Advance	Maturity of Advance	Amount of Principal Repaid	Unpaid Principal Balance	Notation Made By
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Exhibit C-1.

Form of Opinion of the
Corporation Counsel for the
City of Chicago

[Date of Issuance]

To: The Mitsubishi Bank, Limited
New York Branch
One World Trade Center, Suite 8527
New York, New York 10048

Gentlemen:

In my capacity as Corporation Counsel of the City of Chicago, I submit to the addressee this opinion pursuant to the Reimbursement Agreement dated as of January 1, 1986 (the "Agreement") between the City of Chicago (the "City") and The Mitsubishi Bank, Limited, New York Branch (the "Bank"). Terms used herein which are defined in the Agreement shall have the meaning set forth therein unless otherwise defined herein.

I have caused a certified transcript of proceedings pertaining to the Notes and the Letter of Credit Note to be examined, including executed copies of the Purchase Contract and Official Statement, dated _____, 1986, as well as a certified copy of the ordinance (the "Ordinance") adopted on January ____, 1986 authorizing the issuance of the Notes and the Letter of Credit Note and on the basis of such examination and a review of such other information, records and documents as was deemed necessary or advisable, and on the basis of the constitutional authority referred to in Paragraph 13 of this opinion authorizing the City to borrow money and issue notes which may be sold at public or private sale as shall be determined by the City Council, I am of the opinion that:

1. The City has full legal right, power and authority (i) to enter into the Agreement, and (ii) to execute and deliver the Letter of Credit Note as provided therein and in the Ordinance; and the City has duly authorized and approved the execution and delivery of the Agreement and the Letter of Credit Note and the performance by the City of its obligations thereunder.

2. No further authorization or approval is required for the execution and delivery of the Agreement or the Letter of Credit Note by the City or for the performance by the City of its obligations thereunder and the Agreement and the Letter of Credit Note constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms.

3. The City, acting through the Mayor and the Comptroller, has duly authorized and approved the Preliminary Official Statement and has duly authorized, approved and executed the Official Statement.

4. The Ordinance has been duly adopted for the City by the City Council, is in full force and effect and is a contract with the Bank and a legal, valid and binding obligation of the City, enforceable by the Bank in accordance with its terms.

5. The Letter of Credit Note has been duly issued and delivered by the City to the Bank pursuant to the Agreement and, to the extent of any advances evidenced thereby, will constitute a general obligation of the City to which the full faith and credit of the City is pledged and for the payment of principal of and interest on which taxes will be levied and proceeds of taxes levied will be applied as provided in the Ordinance.

6. No consent or approval of, or registration or declaration with, any Federal, State or other governmental commission, board, regulatory body or instrumentality, other than the approval of the City Council (which approval has been obtained), and other than under state blue sky or securities laws, is or was required in connection with any of the actions of

the City described in paragraphs one through five above, nor is any election or referendum of voters required in connection therewith.

7. All legislation (except for the tax levy ordinance provided for in Section 21 of the Ordinance) necessary to fulfill the terms and conditions of, and to carry out the transactions contemplated by the Ordinance, the Agreement, the Letter of Credit Note and the Purchase Contract are in full force and effect.

8. The execution and delivery of the Agreement and the Letter of Credit Note by the City, and the carrying out of the transactions contemplated by the Ordinance, the Agreement, the Purchase Contract and the Letter of Credit Note do not conflict with or constitute on the part of the City a breach of, or a default under, any existing law (including, without limitation, the Constitution of the State), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is bound.

9. Except as disclosed, prior to the execution of the Reimbursement Agreement, in the Preliminary Official Statement, the Official Statement or in writing to the Bank, no litigation is pending (or to the knowledge of the City threatened) against the City in any court (i) to restrain or enjoin the delivery by the City of the Notes or the Letter of Credit Note, or (ii) in any manner questioning the authority of the City to issue, or the issuance or validity of, the Letter of Credit Note, the Notes or any other Debt of the City or (iii) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the issuance of the Notes or the Letter of Credit Note, or (iv) questioning any of the legislation referred to in Section 7.01(h) of the Reimbursement Agreement, or (v) questioning the validity or enforceability of the Ordinance or (vi) questioning in any manner the levy, collection or deposit or proposed levy, collection or deposit of any material portion of the revenues of the City pledged to the repayment of the Letter of Credit Note, or (vii) contesting in any way the completeness, accuracy or fairness of the Preliminary Official Statement or the Official Statement or (viii) which might in any material respect adversely affect the transactions contemplated herein and in the Official Statement. The entitlement of any members of the City Council and of any officers of the City executing the Reimbursement Agreement, the Letter of Credit Note or any document delivered thereunder to their respective positions is not being contested.

10. There is no amendment, or proposed amendment certified for replacement on a statewide ballot, to the Constitution of the State, the effect of which is to materially adversely affect the Notes, the Letter of Credit Note or the Reimbursement Agreement, or any holder or beneficiary thereof in his capacity as such.

11. Any debt evidenced by the Letter of Credit Note will rank at least equally in right of payment by the City with all other full faith and credit general obligations of the City not secured by a pledge of specific revenues of the City.

12. The proceeds of taxes pledged pursuant to Section 22 of the Ordinance, the taxes levied pursuant to Section 23 of the Ordinance and the taxes to be levied pursuant to Section 21 of the Ordinance for payment of the Notes and the Letter of Credit Note are not pledged by the City to the payment of any other obligation, and upon payment to the Trustee for deposit in the Note Fund, will not be subject to any prior claim or prior lien.

13. The City is a "home rule unit" as that term is defined in Section 6 of Article VII of the 1970 Constitution of the State, the City having a population in excess of 25,000 and having not elected by referendum not to be such a home rule unit. Pursuant to the provisions of Section 6(a) of Article VII and subject to the limitations of that Article, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

14. Any suit, action or proceeding relating to the obligations of the City under the Reimbursement Agreement or Letter of Credit Note may be instituted against the City in state and federal courts of competent jurisdiction sitting in Cook County, Illinois.

You may rely on my opinion of today's date delivered to the Underwriters as though it were addressed to you.

Very truly yours,

Exhibit C-2.

Form of Opinion
of Bond Counsel
for the City of Chicago

[Date of Issuance]

To: The Mitsubishi Bank, Limited
New York Branch
One World Trade Center, Suite 8527
New York, New York 10048

Gentlemen:

This opinion is furnished pursuant to the Reimbursement Agreement dated as of January 1, 1986 (the "Agreement") between the City of Chicago (the "City") and The Mitsubishi Bank, Limited, New York Branch (the "Bank"). Terms used herein which are defined in the Agreement shall have the meanings set forth therein unless otherwise defined herein.

We have examined a certified transcript of proceedings pertaining to the Notes and the Letter of Credit Note, including executed copies of the Purchase Contract and Official Statement, dated _____, 1986, as well as a certified copy of the City Council ordinance (the "Ordinance") adopted on January _____, 1986 authorizing the issuance of the Notes and the Letter of Credit Note and on the basis of such examination and a review of such other information, records and documents as was deemed necessary or advisable, and on the basis of the statutory authority authorizing the City Council to borrow money and issue notes which may be sold at public or private sale as shall be determined by the City Council, we are of the opinion that:

1. The City has full legal right, power and authority (i) to enter into the Agreement, and (ii) to execute and deliver the Letter of Credit Note as provided therein and in the Ordinance; and the City has duly authorized and approved the execution and delivery of the Agreement and the Letter of Credit Note and the performance by the City of its obligations thereunder.

2. No further authorization or approval is required for the execution and delivery of the Agreement or the Letter of Credit Note by the City or for the performance by the City of its obligations thereunder and the Agreement and the Letter of Credit Note constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms.

3. The City, acting through the Mayor and the Comptroller, has duly authorized and approved the Preliminary Official Statement and has duly authorized, approved and executed the Official Statement.

4. The Ordinance has been duly adopted for the City by the City Council, is in full force and effect and is a contract with the Bank and a legal, valid and binding obligation of the City, enforceable by the Bank in accordance with its terms.

5. The Letter of Credit Note has been duly issued and delivered by the City to the Bank pursuant to the Agreement and, to the extent of any advances evidenced thereby, will constitute a general obligation of the City to which the full faith and credit of the City is pledged and for the payment of principal of and interest on which taxes will be levied and proceeds of taxes levied will be applied as provided in the Ordinance.

6. Under existing statutes, regulations and court decisions payments of interest on the Letter of Credit Note are exempt from federal income taxation.

7. No consent or approval of, or registration or declaration with, any Federal, City or other governmental commission, board, regulatory body or instrumentality, other than the approval of the City Council (which approval has been obtained), and other than under state blue sky or securities laws, is or was required in connection with any of the actions of the City described in paragraphs one through five above, nor is any election or referendum of voters required in connection therewith.

8. All legislation (except for the tax levy ordinance provided for in Section 21 of the Ordinance) necessary to fulfill in all material respects the terms and conditions of, and to carry out the transactions contemplated by the Ordinance, the Agreement, the Letter of Credit Note and the Purchase Contract is in full force and effect.

9. The execution and delivery of the Agreement and the Letter of Credit Note by the City, and the carrying out of the transactions contemplated by the Ordinance, the Agreement, the Purchase Contract and the Letter of Credit Note do not conflict with or constitute on the part of the City a breach of, or a default under, any existing law (including, without limitation, the Constitution of the State), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is bound.

10. There is no amendment, or proposed amendment certified for placement on a statewide ballot, to the Constitution of the State, the effect of which is to materially adversely affect the Notes, the Letter of Credit Note or the Reimbursement Agreement, or any holder or beneficiary thereof in his capacity as such.

11. Any debt evidenced by the Letter of Credit Note will rank at least equally in right of payment by the City with all other full faith and credit general obligations of the City not secured by a pledge of specific revenues of the City.

12. The proceeds of taxes pledged pursuant to Section 22 of the Ordinance, the taxes levied pursuant to Section 23 of the Ordinance and the taxes to be levied pursuant to Section 21 of the Ordinance for payment of the Notes and the Letter of Credit Note are not pledged by the City to the payment of any other obligation, and upon payment to the Trustee for deposit in the Note Fund, will not be subject to any prior claim or prior lien.

13. The City is a "home rule unit" as that term is defined in Section 6 of Article VII of the 1970 Constitution of the State, the City having a population in excess of 25,000 and having not elected by referendum not to be such a home rule unit. Pursuant to the provisions of Section 6(a) of Article VII and subject to the limitations of that Article, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

14. Any suit, action or proceeding relating to the obligations of the City under the Reimbursement Agreement or Letter of Credit Note may be instituted against the City in state and federal courts sitting in Cook County, Illinois.

You may rely on our opinion of today's date delivered to the Underwriters as though it were addressed to you.

Very truly yours,

Exhibit D-1.

[Date of Issuance]

The Bank, the City, the
Paying Agent, the Trustee and
the Underwriters as such terms
are defined in the Reimbursement
Agreement referred to below.

Dear Sirs:

We have acted as United States counsel to The Mitsubishi Bank, Limited (the "Bank") in connection with the Reimbursement Agreement dated as of January 1, 1986 (the

"Agreement"), between the City of Chicago ("Chicago") and the Bank, acting through its New York Branch, pursuant to which the Bank has issued a letter of credit (the "Letter of Credit"), substantially in the form of Exhibit A thereto in support of payment of the principal of, and interest on, full faith and credit general obligation daily adjustable tax exempt securities issued by Chicago in an aggregate principal amount equal to \$_____.

We have examined such instruments, corporate records, certificates of public officials and other matters as we have deemed necessary or advisable for the purposes of the opinion expressed below. We are members of the bar of the State of New York and our opinion is limited to the laws of the State of New York and the Federal laws of the United States of America. Insofar as Japanese law may be relevant to our opinion, we have assumed the correctness of the opinion to you dated the date hereof of Braun Moriya Hoashi and Kubota, Japanese counsel for the Bank.

Based on the foregoing, it is our opinion that:

1. The New York Branch of the Bank is duly licensed by the Superintendent of Banks of the State of New York and qualified to do business as a New York branch and has the power to execute and deliver the Letter of Credit and the Agreement; and

2. The execution, delivery and performance by the New York Branch of the Bank of the Letter of Credit and the Agreement have been duly authorized by all necessary corporate action and the Letter of Credit constitutes the valid and legally binding agreement of the Bank, and the Agreement constitutes the valid and legally binding obligation of the Bank, in each case enforceable against the Bank in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general as such laws would apply in the event of the insolvency, reorganization or liquidation of, or other similar occurrence with respect to, the Bank or in the event of any moratorium or similar occurrence affecting the Bank.

The opinion set forth in paragraph 2 above as to the validity, binding effect and enforceability of the Agreement, the governing law of which is expressly stated to be the law of the State of Illinois, is subject to the Agreement being valid, binding and enforceable in accordance with its terms under the laws of the State of Illinois, as to which, with your approval, we express no opinion.

You are authorized to furnish copies of this opinion to Standard & Poor's Corporation and to Moody's Investors Service, Inc., which shall be entitled to rely on it as though it were addressed to them. No one other than the addressees and the foregoing persons shall be entitled to rely on this opinion.

Very truly yours,

Exhibit D-2.

[Addressed to the Bank,
the City, the Paying
Agent, the Trustee,
the Underwriters,
Davis Polk & Wardwell,
Moody's Investors Service
Inc. and Standard and
Poor's Corporation]

[Date of Issuance]

Dear Sirs:

We are members of the Tokyo Attorneys Association, and have acted as Japanese counsel for The Mitsubishi Bank, Limited (the "Bank") in connection with the Reimbursement Agreement dated as of January 1, 1986 (the "Agreement"), between the City of Chicago ("Chicago") and the Bank, acting through its New York Branch, and the issuance by the Bank of a letter of credit (the "Letter of Credit"), to support payment of principal of and interest on full faith and credit general obligation daily adjustable tax exempt securities to be issued by Chicago (the "Notes").

We have examined a copy of the Agreement in execution form, the form of Letter of Credit set forth as Exhibit A to the Agreement and the certified copies of commercial recordation of the Bank and have made such factual investigations in respect of the Bank as we have deemed necessary for the purpose of giving this opinion.

Based on the foregoing and in connection with the obligations of the Bank under the Letter of Credit and the Agreement, we are of the opinion that insofar as the laws of Japan are concerned:

1. The Bank is a banking corporation duly organized and validly existing under the laws of Japan.
2. The Bank has the corporate power and authority to issue the Letter of Credit and to enter into the Agreement.
3. No authorizations, approvals, consents or notifications from any governmental authorities in Japan are required in connection with the issuance of the Letter of Credit or the execution and delivery of the Agreement.
4. A final and conclusive judgment obtained in the United States, which is not subject to appeal and is enforceable in the United States, with respect to payment obligations of the Bank under the Letter of Credit may be enforced upon request by the competent courts of Japan without a review of the merits, provided that applicable requirements of the Japanese Code of Civil Procedure are satisfied, in particular, that service of complaint filed with the courts of the United States of America was properly effected on the Bank and that reciprocity exists with respect to the recognition of final judgments of the courts of Japan by the court of the applicable state or any federal court in the United States of America and that such final and conclusive judgment in the United States is

not contrary to the public order or good morals in Japan. We see no reason at present why a money judgment based on and within the amount of the obligations of the Bank specifically provided for in the Letter of Credit would be contrary to the public order or good morals in Japan.

5. The execution, delivery and performance by the New York Branch of the Bank of the Letter of Credit and the Agreement have been duly authorized by all necessary corporate action, and each of the Letter of Credit and the Agreement, when executed and delivered by its attorney-in-fact, assuming it to constitute a legal, valid and binding obligation of the Bank in accordance with its terms under the laws of, in the case of the Agreement, the State of Illinois and, in the case of the Letter of Credit, the State of New York, in accordance with which it is expressed to be governed by and construed, will constitute a legal, valid and binding obligation of the Bank and ranking, as far as the laws of Japan are concerned, *pari passu* with all other unsecured unsubordinated indebtedness (including deposit liabilities) of the Bank and superior to rights of shareholders, provided that for this purpose "indebtedness" does not include items entitled to special priorities by operation of law including, without limitation, certain taxes and salaries.

6. The Bank may be sued in Japan by holders of the Notes, if they have the right to sue the Bank under the laws of the State of New York, or the Trustee therefor to obtain amounts due and payable but unpaid by the Bank with respect to the Letter of Credit to the extent of its liabilities set forth therein. Under Japanese law there is no restriction on the Bank submitting to the jurisdiction of any federal court sitting in the City of Chicago or New York City.

7. The choice of New York law as the law governing the Letter of Credit is valid and would be given effect by the competent courts of Japan.

Very truly yours,

Exhibit D.

United States of America
City of Chicago

LC No. _____

City of Chicago
Full Faith and Credit General Obligation Letter
of Credit Note

Chicago, Illinois
[Date of Issuance]

The City of Chicago (the "Borrower") hereby promises to pay to the order of The Mitsubishi Bank, Limited, New York Branch (the "Bank") at the account specified below, the sum of the aggregate unpaid principal amount of all advances made by the Bank to the Borrower

pursuant to the Reimbursement Agreement referred to below on the dates set forth in the Reimbursement Agreement. Each advance shall bear interest on the unpaid principal amount thereof at the rate or rates provided for in the Reimbursement Agreement. All such payments of principal and interest shall be made in lawful currency of the United States and in immediately available funds at the account of The Mitsubishi Bank, Limited New York Branch at Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York, 10015, Account Number 631-21-920.

This note is the Letter of Credit Note referred to in the Reimbursement Agreement dated as of January 1, 1986 between the Borrower and the Bank, as the same may be amended from time to time (the "Reimbursement Agreement"). Terms defined in the Reimbursement Agreement are used herein with the same meanings. Reference is made to the Reimbursement Agreement for provisions for the prepayment hereof.

This Letter of Credit Note is issued pursuant to and in accordance with the Constitution and statutes of the State of Illinois, and pursuant to and in accordance with an ordinance (the "Ordinance") duly adopted by the City Council of the Borrower, to evidence advances, if any, made for the purpose of providing funds to pay the principal of and interest on the Notes of the Borrower.

All advances made by the Bank to the Borrower and all repayments of the principal thereof shall be recorded at the time of the making of such advance or repayment by the Bank on the Schedule attached hereto, or on a continuation of such Schedule.

Reference is hereby made to the Ordinance and the Reimbursement Agreement for the provisions, among other things, with respect to the nature and extent of the security for this Letter of Credit Note, the manner and enforcement of such security, the custody and application of the proceeds of this Letter of Credit Note, the rights, duties and obligations of the Borrower and the Bank.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and to be performed, precedent to and in the issuance of this Letter of Credit Note, do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Illinois, and that the total indebtedness of the Borrower, including indebtedness evidenced by this Letter of Credit Note, does not exceed any Constitutional or statutory limitation.

This Letter of Credit Note shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the Borrower, by authority of its City Council, has caused this note to be signed for and on its behalf and in its name by the Comptroller, and the official seal of the City of Chicago to be affixed hereto, all as of the _____ day of January, 1986.

City of Chicago, Illinois

By _____

Title: Company

[Seal]

Schedule of
Advances and Payments of Principal

Series of Underlying Notes	Date of Advance	Amount of Advance	Maturity of Advance	Amount of Principal Repaid	Unpaid Principal Balance	Notation Made by
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Action Deferred -- EXTENSION OF VARIOUS CONTRACTS CONCERNING
DISPOSAL SITES FOR SOLID WASTE BULK MATERIAL.

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

CHICAGO, January 16, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred, a resolution finding that an emergency exists in the failure to extend the term of various contracts concerning disposal sites for solid waste bulk material and authorizing the Department of Streets and Sanitation and the Department of Purchases, Contracts and Supplies to extend the services of various contractors for the above-mentioned service to March 14, 1986, having had the same under advisement, begs leave to report and recommend that Your Honorable Body adopt the proposed resolution transmitted herewith.

This recommendation was concurred in by 15 members of the committee with 6 dissenting votes.

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

The proposed resolution attached to the foregoing committee report reads as follows:

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

WHEREAS, Waste Transfer Division of Waste Management of Illinois, Inc., was awarded a contract by the City of Chicago pursuant to public bidding, to provide disposal sites for solid waste bulk material, Specification No. 70-85-82, Contract No. 63544, at the following locations:

Site located at 3815 S. Laramie, Chicago, Illinois;

Site located at 1500 N. Hooker, Chicago, Illinois;

Site located at 6401 S. State, Chicago, Illinois;

Site located at 3100 Wireton Road, Blue Island, Illinois; and

WHEREAS, Performance of services under said contract by Waste Transfer Division of Waste Management of Illinois, Inc. involves the public health and safety; and

WHEREAS, Said contract contained a term of expiration of December 31, 1985; and

WHEREAS, The aforesaid contract was not relet for public bidding prior to its term of expiration of December 31, 1985, but is presently in the process of being prepared by the Department of Purchases, Contracts and Supplies to be relet for public bidding; and

WHEREAS, The continued and uninterrupted services provided by Waste Transfer Division of Waste Management of Illinois, Inc. under the aforesaid contract, are essential to the public health and safety of the citizens of the City of Chicago and any cessation of those activities would constitute an immediate and real emergency within the meaning of Section 8-10-5 of the Cities and Villages Act; and

WHEREAS, Such emergency will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions:

THEREFORE, The City Council of the City of Chicago declares as follows:

(1) Any failure to extend the term of Contract No. 63544 constitutes an emergency affecting the public health and safety of the citizens of the City of Chicago with respect to the collection of solid waste; and

(2) The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago was and is authorized to extend the services of Waste Transfer Division of Waste Management of Illinois, Inc. under said contract, without public advertisement, for a period terminating March 14, 1986.

WHEREAS, Waste Transfer Division of Waste Management of Illinois, Inc. was awarded a contract by the City of Chicago, pursuant to public bidding, to provide disposal sites for solid waste refuse, Specification No. 70-85-42, Contract No. 63299, at the following locations:

Site located at 3815 S. Laramie, Chicago, Illinois;

Site located at 1500 N. Hooker, Chicago, Illinois;

Site located at 6401 S. State, Chicago, Illinois;

Site located at 3100 Wireton Rd., Blue Island, Illinois; and

WHEREAS, Performance of services under said contract by Waste Transfer Division of Waste Management of Illinois, Inc. involves the public health and Safety; and

WHEREAS, Said contract contained a term of expiration of January 31, 1986; and

WHEREAS, The aforesaid contract has not relet for public bidding but is presently in the process of being prepared by the Department of Purchases, Contracts and Supplies to be relet for public bidding; and

WHEREAS, The continued and uninterrupted services provided by Waste Transfer Division of Waste Management of Illinois, Inc. under the aforesaid contract, are essential to the public health and safety of the citizens of the City of Chicago and any cessation of those activities would constitute an immediate and real emergency within the meaning of Section 8-10-5 of the Cities and Villages Act; and

WHEREAS, Such emergency will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions;

THEREFORE, The City Council of the City of Chicago declares as follows:

The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago is authorized to extend the services of Waste Transfer Division of Waste Management of Illinois, Inc. under said contract, without public advertisement, for a period terminating March 14, 1986.

WHEREAS, CID Landfill Division of Waste Management of Illinois, Inc., was awarded a contract by the City of Chicago, pursuant to public bidding, to provide a disposal site for solid waste bulk material, Specification No. 70-85-82, Contract No. 63545, at the following location:

Site located at 138th Street and Calumet Expressway, Calumet City, Illinois; and

WHEREAS, Performances of services under said contract by CID Landfill Division of Waste Management of Illinois, Inc. involves the public health and safety; and

WHEREAS, Said contract contained a term of expiration of December 31, 1985; and

WHEREAS, The aforesaid contract was not relet for public bidding prior to its term of expiration of December 31, 1985, but is presently in the process of being prepared by the Department of Purchases, Contracts and Supplies to be relet for public bidding; and

WHEREAS, The continued and uninterrupted services provided by CID Landfill Division of Waste Management of Illinois, Inc. under the aforesaid contract, are essential to the public health and safety of the citizens of the City of Chicago and any cessation of those activities would constitute an immediate and real emergency within the meaning of Section 8-10-5 of the Cities and Villages Act; and

WHEREAS, Such emergency will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions;

THEREFORE, The City Council of the City of Chicago declares as follows:

(1) Any failure to extend the term of Contract No. 63545 constitutes an emergency affecting the public health and safety of the citizens of the City of Chicago with respect to the collection of solid waste; and

(2) The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago was and is authorized to extend the services of CID Landfill Division of Waste Management of Illinois, Inc. under said contract, without public advertisement, for a period terminating March 14, 1986.

WHEREAS, CID Landfill Division of Waste Management of Illinois, Inc., was awarded a contract by the City of Chicago, pursuant to public bidding, to provide a disposal site for solid waste refuse, Specification No. 70-85-42, Contract No. 63302 at the following location:

Site located at 138th Street and Calumet Expressway, Calumet City, Illinois; and

WHEREAS, Performance of services under said contract by CID Landfill Division of Waste Management of Illinois, Inc. involves the public health and safety; and

WHEREAS, Said contract contains a term of expiration of January 31, 1986; and

WHEREAS, The aforesaid contract has not been relet for public bidding but is presently in the process of being prepared by the Department of Purchases, Contracts and Supplies to be relet for public bidding; and

WHEREAS, The continued and uninterrupted services provided by CID Landfill Division of Waste Management of Illinois, Inc. under the aforesaid contract, are essential to the public health and safety of the citizens of the City of Chicago and any cessation of those activities would constitute an immediate and real emergency within the meaning of Section 8-10-5 of the Cities and Villages Act; and

WHEREAS, Such emergency will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions;

THEREFORE, the City Council of the City of Chicago declares as follows:

The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago is authorized to extend the services of CID Landfill Division of Waste Management of Illinois, Inc. under said contract, without public advertisement, for a period terminating March 14, 1986.

WHEREAS, On or about June 1, 1981, Waste Management of Illinois, Inc. was awarded a contract by the City of Chicago, pursuant to public bidding, for the operation of a Solid Waste Transfer Station, Specification and Contract Document No. 70-81-154 and the initial term of said Contract was to expire on May 31, 1982; and

WHEREAS, At the request of the City, said Contract was extended, on April 20, 1982 for a six month period ending November 30, 1982 and on November 30, 1982, for a thirteen month period ending December 31, 1983; and

WHEREAS, The extensions of the Contract, as aforesaid, were requested by the City of Chicago in the public interest and as an emergency matter in that danger to the public health and safety would have resulted if such Solid Waste Transfer Station had not continued uninterrupted operation and the City of Chicago was the owner of a Supplementary Fuel Processing Facility located at 3757 West 34th Street in the City of Chicago and was in the process of attempting to make that facility operational, and in the event that that Supplementary Fuel Processing Facility could have functioned according to its intended purpose, the City of Chicago would not have had to utilize the Southwest Transfer Station and would have caused its termination of operation; and

WHEREAS, The extensions were requested by the City of Chicago and obtained at the same rate charged in the initial Contract, containing provisions which would have allowed the City to terminate the extensions at any time in the event that the Supplementary Fuel Processing Facility could have been made operational, as intended; and

WHEREAS, Waste Management of Illinois, Inc. fully and faithfully furnished all material, labor and services to the City of Chicago which were required to be performed under the aforesaid extensions and was paid for its services by the City of Chicago; and

WHEREAS, A certain lawsuit entitled City of Chicago ex rel. Richard E. Johnson, plaintiff vs. Waste Management of Illinois, Inc. defendant, vs. The City of Chicago, Case No. 83 CH 10696, is pending in the Circuit Court of Cook County, Chancery Division, in which the plaintiff contends that all sums received by Waste Management of Illinois, Inc. for services performed and accepted by the City of Chicago under the aforesaid extensions should be returned to the City of Chicago; and

WHEREAS, The City of Chicago did not file any complaint against Waste Management of Illinois, Inc. but is a Third Party Defendant in said action and the return of said monies to the City would be unconscionable, inequitable and unjust;

THEREFORE, The City Council of the City of Chicago declares as follows:

1. The extensions of Contract No. 70-81-154 are found to have been requested by the City of Chicago for a valid public purpose because of an emergency affecting the public health and safety of the citizens of the City of Chicago with respect to the collection of solid waste refuse;
2. Waste Management of Illinois, Inc. fully and faithfully performed all obligations required by it to be performed under the aforesaid Contract and its services were approved and accepted by the City of Chicago;
3. It would be unconscionable, inequitable and unjust for the City of Chicago to seek or accept any refund of monies paid to Waste Management of Illinois, Inc. by the City for emergency work requested by the City for a valid public purpose and fully performed by Waste Management of Illinois, Inc.; and
4. The City of Chicago shall not seek, nor shall it accept, any such refund as aforesaid and the Corporation Counsel of the City of Chicago is hereby directed to seek any Judgment or Decree to be entered in the aforesaid litigation as is consistent with this Resolution.

WHEREAS, Waste Management of Illinois, Inc., was awarded a contract by the City of Chicago, pursuant to public bidding, for the removal and disposal of solid waste, Specification No. 70-79-184, Contract No. 46850 and the initial term of said contract to expire on December 31, 1983; and

WHEREAS, Said contract contained within its terms an option on the City's part to extend the term of said contract for an additional one year term terminating December 31, 1984; and

WHEREAS, Performance of services under said contract and extension by Waste Management of Illinois, Inc. involves the public health and safety; and

WHEREAS, The City of Chicago Department of Streets and Sanitation anticipated receiving City Council approval for funds sufficient to allow said Department to construct and operate its own Waste Transfer Station in lieu of the Waste Transfer Station operated under the aforesaid contract, effective January 1, 1985; and

WHEREAS, The City Council was unable to provide funds necessary for the Department of Streets and Sanitation to build and operate its own Waste Transfer Station as anticipated; and

WHEREAS, The aforesaid contract was not relet for public bidding in reliance upon the anticipation of Council action to fund the construction of the City's own Waste Transfer Station; and

WHEREAS, The continued and uninterrupted services provided by Waste Management of Illinois, Inc. under the aforesaid contract, as extended, was essential to the public health and safety of the citizens of the City of Chicago and any cessation of those activities would have constituted an immediate and real emergency within the meaning of Section 8-10-5 of the Cities and Villages Act; and

WHEREAS, Such emergency continued to exist through December 31, 1985, and will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions;

THEREFORE, The City Council of the City of Chicago declares as follows:

1. Any failure to extend the term of Contract No. 46850 constitutes an emergency affecting the public health and safety of the citizens of the City of Chicago with respect to the collection of solid waste refuse; and
2. The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago was and is authorized to extend the services of Waste Management of Illinois, Inc. under said contract, without public advertisement, for a period terminating March 14, 1986.

WHEREAS, Waste Transfer Inc., Division of Waste Management of Illinois, Inc., was awarded a contract by the City of Chicago, pursuant to public bidding, to provide hauling and disposal of solid waste, Specification No. 70-84-154, Contract No. 60284; and

WHEREAS, Performance of services under said contract by Waste Transfer Inc., division of Waste Management of Illinois, Inc. involves the public health and safety; and

WHEREAS, Said contract contained a term of expiration of December 31, 1985; and

WHEREAS, The aforesaid contract was not relet for public bidding prior to its term of expiration of December 31, 1985, but is presently in the process of being prepared by the Department of Purchases, Contracts and Supplies to be relet for public bidding; and

WHEREAS, The continued and uninterrupted services provided by Waste Transfer Inc., division of Waste Management of Illinois, Inc. under the aforesaid contract, is essential to the public health and safety of the citizens of the City of Chicago and any cessation of those activities would constitute an immediate and real emergency within the meaning of Section 8-10-5 of the Cities and Villages Act; and

WHEREAS, Such emergency will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions;

THEREFORE, The City Council of the City of Chicago declares as follows:

- (1) Any failure to extend the term of Contract No. 60284 constitutes an emergency affecting the public health and safety of the citizens of the City of Chicago with respect to the collection of solid waste; and
- (2) The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago was and is authorized to extend the services of Waste Transfer Inc., division of Waste Management of Illinois, Inc. under said contract, without public advertisement, for a period terminating March 14, 1986.

WHEREAS, Waste Transfer Inc., Division of Waste Management of Illinois, Inc., was awarded a contract by the City of Chicago, pursuant to public bidding, to provide solid waste refuse disposal services, Specification No. 70-80-243, Contract No. 49733; and

WHEREAS, Performance of services under said contract by Waste Transfer Inc., division of Waste Management of Illinois, Inc. involves the public health and safety; and

WHEREAS, Said contract contained a term of expiration of December 31, 1985; and

WHEREAS, The aforesaid contract was not relet for public bidding prior to its term of expiration of December 31, 1985, but is presently in the process of being prepared by the Department of Purchases, Contracts and Supplies to be relet for public bidding; and

WHEREAS, The continued and uninterrupted services provided by Waste Transfer Inc., division of Waste Management of Illinois, Inc. under the aforesaid contract, are essential to the public health and safety of the citizens of the City of Chicago and any cessation of those activities would constitute an immediate and real emergency within the meaning of Section 8-10-5 of the Cities and Villages Act; and

WHEREAS, Such emergency will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions;

THEREFORE, the City Council of the City of Chicago declares as follows:

(1) Any failure to extend the term of Contract No. 63544 constitutes an emergency affecting the public health and safety of the citizens of the City of Chicago with respect to the collection of solid waste; and

(2) The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago was and is authorized to extend the services of Waste Transfer Division of Waste Management of Illinois, Inc. under said contract, without public advertisement, for a period terminating March 14, 1986.

WHEREAS, Waste Transfer Division of Waste Management of Illinois, Inc., was awarded a contract by the City of Chicago pursuant to public bidding, to provide disposal sites for solid waste refuse, Specification No. 70-85-42, Contract No. 63299, at the following locations:

Site located at 3815 S. Laramie, Chicago, Illinois;

Site located at 1500 N. Hooker, Chicago, Illinois;

Site located at 6401 S. State, Chicago, Illinois;

Site located at 3100 Wireton Rd., Blue Island, Illinois; and

WHEREAS, Performance of services under said contract by Waste Transfer Division of Waste Management of Illinois, Inc. involves the public health and safety; and

WHEREAS, Said contract contained a term of expiration of January 31, 1986; and

WHEREAS, The aforesaid contract has not been relet for public bidding but is presently in the process of being prepared by the Department of Purchases, Contracts and Supplies to be relet for public bidding; and

WHEREAS, Such emergency will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions;

THEREFORE, The City Council of the City of Chicago declares as follows:

(1) Any failure to extend the term of Contract No. 62957 constitutes an emergency affecting the public health and safety of the citizens of the City of Chicago with respect to the collection of solid waste; and

(2) The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago was and is authorized to extend the services of Land and Lakes Company under said contract, without public advertisement, for a period terminating March 14, 1986.

WHEREAS, Land and Lakes Company was awarded a contract by the City of Chicago, pursuant to public bidding, to provide disposal sites for solid waste refuse, Specification No. 70-85-42, Contract No. 64188; and

WHEREAS, Performance of services under said contract by Land and Lakes Company involves the public health and safety; and

WHEREAS, Said contract contains a term of expiration of January 31, 1986; and

WHEREAS, The aforesaid contract has not been relet for public bidding but is presently in the process of being prepared by the Department of Purchases, Contracts and Supplies to be relet for public bidding; and

WHEREAS, The continued and uninterrupted services provided by Land and Lakes Company under the aforesaid contract, are essential to the public health and safety of the citizens of the City of Chicago and any cessation of those activities would constitute an immediate and real emergency within the meaning of Section 8-10-5 of the Cities and Villages Act; and

WHEREAS, Such emergency will exist until March 14, 1986, in order to allow adequate time to relet and award the aforesaid contract in conformity with statutory and ordinance provisions;

THEREFORE, The City Council of the City of Chicago declares as follows:

The Department of Streets and Sanitation for the Department of Purchases, Contracts and Supplies of the City of Chicago is authorized to extend the services of Land and

Lakes Company under said contract, without public advertisement, for a period terminating March 14, 1986.

This resolution shall be in full force and effect from and after its passage.

COMMITTEE ON AGING AND DISABLED.

APPROVAL OF RESOLUTION REGARDING AND RECOMMENDATIONS FOR IMPLEMENTATION OF SECTION 504 OF REHABILITATION ACT OF 1973.

The Committee on Aging and Disabled submitted the following report:

CHICAGO, January 16, 1986.

To the President and Members of the City Council:

Your Committee on Aging and Disabled, having under consideration a resolution calling for the evaluation of the implementation of Section 504 of the Rehabilitation Act of 1973, held committee hearings on May 20, 1985, June 27, 1985, October 29, 1985, and December 17, 1985.

Statements were taken from Commissioner Robert Ahrens of the Department on Aging and Disability, Deputy Commissioner Audrey McCrimon of the Department on Aging and Disability, Commissioner Paul Karas of the Department of Public Works, Joseph Casserly, City Architect, Deputy Commissioner Robert Callbeck from the Department of Streets and Sanitation, representatives from the Advisory Council on Disability from the Department on Aging and Disability and many consumers with disabilities.

On motion of Alderman Marzullo, seconded by Alderman Volini, the following recommendations were approved to be sent to the appropriate departments:

That there be allotted 5 parking places (of the 60 available) at the Kraft building for handicapped parking. That the department appropriate wider spaces following federal standards and mark the spaces with signage above each parking place.

That there be identified at least 2 parallel parking spaces on the north side (Randolph Street) of City Hall for handicapped parking and that they be marked with signage above each space.

That in prioritizing curb cuts and ramps, the Advisory Council on Disability of the Department on Aging and Disability, the Commissioner Robert Ahrens and Deputy Commissioner Audrey McCrimon of the Department on Aging and Disability, be consulted before work begins.

That all curbs be properly marked for the safety of persons with vision impairment.

That all alleys be cut to insure a safe and continuous route for wheelchair users.

That the supervisors in the Departments of Streets and Sanitation and Public Works responsible for uniformity of cuts and ramps strictly adhere to the specifications within the guidelines and withhold payment of contracts until the project is completed in compliance.

That any curb cuts made in the West Side Project and other locations in the City of Chicago be made to the general specifications provided in order to insure uniform cuts City-wide.

That the Department of Streets and Sanitation develop a schedule for proposed curb cuts.

That all public meetings conducted by the City of Chicago take place in fully accessible locations.

That all building inspectors have available a mandatory check-list which will include standard compliance for Section 504.

The recommendations were approved by unanimous vote of the committee.

Respectfully submitted,
(Signed) MARION K. VOLINI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Section 504 of the Rehabilitation Act of 1973 states:

No otherwise qualified handicapped individual in the United States as defined in Section 7(6) shall solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, Section 7(6) defines the term handicapped as any individual who: (A) has a physical or mental disability which, for such individual constitutes or results in a substantial handicap to employment, and (B) can reasonably be expected to benefit in terms of employability from vocational rehabilitation services pursuant to Titles I and II of this Act; and

WHEREAS, Said Act was amended in 1974 to define handicapped as meaning any person who:

(A) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (B) has a record of such an impairment, or (C) is regarded as having such an impairment; and

WHEREAS, According to most recent census figures available for Cook and DuPage Counties, persons with disabilities constitute 12.5% of the total population, involving 34.48% of the households in the same area; and

WHEREAS, Documented information on the handicapped, such as the number of disabled persons, their ages, their employment status, is not available for the City of Chicago; and

WHEREAS, A Task Force Report on Disabilities has been compiled which presents to the City a guide for developing legislation and programs that would be of positive benefit to the disabled; and

WHEREAS, Section 504 mandates by federal law the recognition of the rights of the handicapped and prohibits discrimination under any program receiving federal assistance; and

WHEREAS, In the City of Chicago there are many programs which derive part of their support from federal assistance; and

WHEREAS, Those programs impact on areas such as housing, transportation, employment, education, accessibility and homelessness; and

WHEREAS, The City of Chicago may have inadvertently failed to meet the requirements of federal law with respect to the rights of the handicapped and programs receiving federal financial assistance; now, therefore,

Be It Resolved, That hearings be held for the purpose of evaluating the implementation of Section 504 of the Rehabilitation Act of 1973 and recommending legislation and programs that would be of positive benefit to the disabled in the City of Chicago.

COMMITTEE ON ECONOMIC DEVELOPMENT.

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE
BOND FOR FINANCING OF PROJECT BY
NEWLY WEDS FOODS,
INCORPORATED.

The Committee on Economic Development submitted the following report:

CHICAGO, January 16, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Economic Development Robert Mier (which was transmitted on January 15, 1986) providing for the conditional approval of an industrial revenue bond in the amount of \$5,500,000 to finance an industrial development project in the City of Chicago to be owned by Newly Weds Foods, Inc., begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by eight (8) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed

development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$5,500,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Newly Weds Foods, Inc., a Delaware corporation (the "Company"), to be used as a food processing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said industrial project; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed \$5,500,000 for the purpose aforesaid.

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least fourteen (14) days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

Memorandum of Agreement and Exhibit A attached to this ordinance read as follows:

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Newly Weds Foods, Incorporated, a Delaware corporation (the "Company").

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

(a) The City of Chicago, Cook County, Illinois (the "City") is a municipality and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), authorizing and empowering the City to issue its revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Enabling Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to acquire three buildings containing approximately 160,000 square feet and the site thereof containing approximately 6.5 acres, renovate the buildings and install machinery and equipment therein, to be owned and used by the Company as a food processing facility (the "Project") and to be located in the City of Chicago, Illinois. The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Enabling Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of its revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Enabling Ordinance, to issue and sell its revenue bonds in an amount not to exceed \$5,500,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Enabling Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be undertaken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Enabling Ordinance.

(g) The Department and the City reserve the right to give priority to the issuance of industrial development bonds and certain other "private activity bonds" of the City, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine, with the result that the City may not issue the Bonds in the calendar year 1986.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Enabling Ordinance as then in force.

(b) That it will cooperate with the Company in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized by law and mutually satisfactory to the Department, the City and the Company.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

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

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

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

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into a revenue agreement, as defined in the Enabling Ordinance, with the City under the terms of which the Company will obligate itself to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the Department, the City and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, renovation and installation of the Project or after payment of all costs of the acquisition, renovation and installation of the Project, whichever is later, the Company (1) will furnish upon the request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including, but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, renovation and installation of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City and the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and the acquisition, renovation and installation of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary, direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 15th day of January, 1986.

[Signature forms omitted for printing purposes.]

Exhibit A.

Notice of Public Hearing.

Notice is hereby given that on _____, 1986, at _____
M. in _____

Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee, regarding a plan to issue not to exceed \$5,500,000 aggregate principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be lent to Newly Weds Foods, Inc., a Delaware corporation, (the "Company"), to be owned and used by the Company to acquire three buildings containing approximately 160,000 square feet and the site thereof containing approximately 6.5 acres, renovate the buildings and install machinery and equipment therein, said facilities to be used by the Company as a food processing facility and to be located at 2501 North Keeler, Chicago, Illinois 60639.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special, limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Company (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No holder of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by Section 103(k) of the Internal Revenue Code of 1954, as amended. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Chicago, Illinois 60602, until _____, 1986. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 1986.

/s/ _____

Commissioner of Economic Development,
Department of Economic Development
of the City of Chicago

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

AUTHORITY GRANTED TO NEGOTIATE FOR ACQUISITION OF
PROPERTY NECESSARY TO MAINTAIN CLEAR ZONE AT
MIDWAY AIRPORT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Chicago Midway Airport; said property being located at 4908 to 5034 West 55th Street, 5058 to 5558 West 55th Street and 5415 to 5459 South Laramie Avenue. Payment for the property is to be made under Fund Numbers 610-8653-540-1 and 601-8653-540-6.

Parcel 41.

That part of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point on the North line of West 55th Street (being 33 feet North of the South line of said South East quarter) 750 feet West of the East line of said South East quarter thence North parallel to the East line of said South East quarter 290.25 feet more or less to a point 436.33 feet South of the South line of the right of way of the Chicago and Western Indiana Railroad; thence West parallel to the South line of said South East quarter 150 feet; thence North parallel to the East line of said South East quarter, 436.76 feet to the South line of the right of way of said Railroad; thence West along the South line of the right of way of said Railroad 1196.84 feet to a point 566 feet East of the West line of said South East quarter; thence South parallel to the West line of said South East quarter 439.33 feet to a point in a line 323 feet North of the South line of said South East quarter; thence East on a line 323 feet North of the South line of said South East quarter 276.28 feet; thence South parallel to the East line of said South East quarter 90 feet; thence East on a line 233 feet North of the South line of said South East quarter 120 feet thence South parallel to the East line of said South East quarter 200 feet to the North line of West 55th Street (being 33 feet North of the South line of said South East quarter) thence East on said line 950 feet to the place of beginning;

Also

That part of the North 255 feet of the South 288 feet lying West of a line 1930 feet West of and parallel to the East line of the South East quarter and East of a line 33 feet East of and parallel to the West line of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian;

Also

That part of the North 35 feet of the South 323 feet lying West of a line 1820 feet West of and parallel to the East line of the South East quarter and East of a line 33 feet East

of and parallel to the West line of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian;

Also

The East 260 feet of the West 293 feet of that part of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the South line of the right of way of the Chicago and Western Indiana Railroad lying North of the North line of the South 323 feet and South of the South line of the North 333 feet thereof;

Also

The East 273 feet of the West 566 feet of that part of the South East quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, lying South of the South line of the right of way of the Chicago and Western Indiana Railroad Company and North of the North line of the South 323 feet thereof, all in Cook County, Illinois.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance. In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED TO NEGOTIATE FOR ACQUISITION
OF PROPERTY AT 5800-5842 SOUTH CENTRAL
AVENUE TO MAINTAIN CLEAR ZONE
AT MIDWAY AIRPORT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Chicago Midway Airport; said property being located at 5800 to 5842 South Central Avenue.

Payment for the property is to be made under Fund Number 623-8653-540-1- 85.

An irregular parcel of land in Section 17, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois bounded and described as follows:

Beginning at a point 33 feet West of the East line of said Section 17 which is 229.90 feet North of the East and West center line of said Section 17;

Thence North $89^{\circ}47'33''$ West a distance of 420.59 feet to a point of curve which is 229.90 feet North of said East and West center line and 453.59 feet West of the East line of said Section 17;

Thence Southwesterly along the arc of a circle convex to the Northwest, tangent to the last described line, and having a radius of 344.26 feet, a distance of 300.93 feet to a point 106.54 feet North of said East and West line and 718.08 feet West of the East line of said Section 17;

Thence Northeasterly along the arc of a circle convex to the Southeast having a radius of 1062.14 feet an arc distance of 535.38 feet to a point of tangency;

Thence North along a straight line tangent to last described curve on a bearing North $00^{\circ}00'22''$ West a distance of 49.06 feet to a point of 586 feet West of said East line of Section 17 and 669.15 feet North of the East and West center line which point lies on the South line of West 58th Street, being a 33 foot street, as dedicated;

Thence East along said South line bearing South $89^{\circ}47'33''$ East a distance of 553.00 feet to a point on the West line of South Central Avenue 33 feet West of said East line of Section 17;

Thence South along said West line of Central Avenue 33 feet West of and parallel to said East line of Section 17, a distance of 439.26 feet to the point of beginning.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION OF EASEMENT
AGREEMENT WITH NORTH PARK COLLEGE.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City of Chicago is presently in title to the premises described below used by the City solely as part of its sewer system; and

WHEREAS, North Park College has requested an easement for the use of the surface of said property for parking purposes; and

WHEREAS, The proposed easement reserves rights to the City for access and ingress to the sewer line and protects the City for damages and injuries; and

WHEREAS, The Sewer Department has no objection to the proposed use; now, therefore,

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

SECTION 1. An easement substantially in the form of Schedule A attached hereto and made a part hereof is authorized and approved.

SECTION 2. That the Mayor of the City of Chicago is authorized to execute and the City Clerk to attest such instrument.

SECTION 3. That this ordinance be effective immediately upon the passage thereof.

Schedule A attached to this ordinance reads as follows:

Schedule A.

Grant of Easement.

This Grant of Easement is made by and between the City of Chicago, a municipal corporation, ("Grantor"), and The Evangelical Covenant Church of America (formerly known as "The Evangelical Mission Covenant Church of America"), a corporation of the State of Illinois, having its principal offices at 5101 North Francisco Avenue, Chicago, Illinois ("Grantee").

The following recitals of acts are a material part of this instrument:

- (a) The Grantor is the owner of a tract of land described in Exhibit "A" attached hereto and hereafter referred to as "Parcel 1";
- (b) The Grantee is the owner of the tract of land described in Exhibit "B" attached hereto and made a part hereof and hereafter referred to as "Parcel 2"; and
- (c) The Grantor wishes to grant and the Grantee wishes to receive an easement over, under and across the entirety of Parcel 1, which Parcel 1 is also sometimes referred to herein as the "Easement Premises."

Now, Therefore, in consideration of Ten (\$10.00) Dollars and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. Grant of Easement. The Grantor hereby grants to the Grantee, its heirs or assigns, as an easement appurtenant to Parcel 2, a perpetual easement for ingress and egress over, under and across the Easement Premises and for construction and maintenance by

Grantee, at Grantee's sole cost and expense, a parking lot for the parking of automobiles, trucks and other vehicles by the Grantee and its designees and invitees.

2. Use of Easement Premises. The Grantor reserves the right to enter upon and use the easement premises for the following purposes:

- (a) for maintaining, removing, replacing, repairing, inspecting or otherwise servicing the existing sub-surface sewers which have been constructed and installed under Parcel 1 by the Grantor;
- (b) for constructing and/or installing additional sewer pipes and/or other storm sewer or sanitary sewer installations of every type or description below surface level on said parcel.

The Grantee shall not construct any buildings or other substantial improvements on the Easement Premises and Parcel 1 shall be used only for parking and for ingress and egress purposes, as set forth herein.

3. Hold Harmless and Indemnification. In each and every instance where the Grantor may cause damage to the surface of the parking lot installed by Grantee in order to exercise Grantor's rights reserved under paragraph 2 herein, the Grantee or its successors or assigns shall be specifically obligated to repair and restore such parking lot surfacing to a safe condition. The Grantee on its own behalf and on behalf of all persons claiming through Grantee or benefiting from the easement granted herein, agrees to pay all costs and expenses of every nature whatsoever arising out of or resulting from the easement granted herein, the construction and maintenance of the parking lot and access driveway as contemplated herein, the use of the facilities by Grantee or its designees, invitees or assigns. As a condition to this Grant of Easement, the Grantee shall hold Grantor harmless and indemnify Grantor from and against any liability, loss, damage or expense arising out of personal injury or otherwise, resulting from the use of the Easement Premises, by Grantee and its invitees, designees or assigns, or from any actual or alleged unsafe condition, lack of maintenance, or other negligent act or omission in connection with the construction or use of the proposed parking lot.

4. Additions to Dominant Tenement. Said easement is also appurtenant to any land which is now or may hereafter come into common ownership with Parcel 2 aforesaid and that is contiguous to Parcel 2, excepting only streets and public ways.

5. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Termination of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, liability of the transfer or for breach of covenant occurring thereafter automatically terminates. The Transferee of any part of all of the ownership of Parcel 2 shall be and become liable for all obligations of the Grantee hereunder and if there is more than one such transferee or owner, such transferees or owners shall be jointly and severally liable for all such obligations.

7. Construction. The rule of strict construction does not apply to this Grant of Easement. This Grant of Easement shall be given a reasonable construction so that the intention of the parties to confer a useable right of enjoyment on the Grantee is carried out.

8. **Release of Easement.** The Grantee herein may terminate this instrument by recording a release in recordable form with directions for delivery of same to Grantor whereupon all rights, duties and liabilities hereby created shall terminate.

In Witness Whereof, the Grantor has hereunto executed this Grant of Easement as of this _____ day of _____, 1984.

[Signature form omitted for printing purposes.]

[illegible]

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that _____,
_____, of the City of
Chicago, a Municipal corporation, and _____,
_____, Clerk of the City of Chicago, thereof,
personally known to me to be the same persons whose names are subscribed to the
foregoing instrument as such _____
and Clerk of the City of Chicago thereof, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as their own free and
voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and
purposes therein set forth, and caused the Seal of the City of Chicago to be affixed thereto,
pursuant to authority granted, as their free and voluntary act and as the free and
voluntary act and deed of the City of Chicago for the uses and purposes therein set forth.

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

Notary Public

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

Exhibit "A".

Parcel 1.

The North 40 feet of the West 157 feet (except the street known as Kedzie Avenue) of Lot 5 in the Subdivision of that part lying West of the Center of Slough, except therefrom the South 359.5 feet of the West 359.5 feet of the West Half of the Northwest Quarter of Section

12, Township 40 North, Range 13 East of the Third Principal Meridian, and also except therefrom a strip 30/1000 chains wide North of and adjoining the South 359.5 feet of the West 359.5 feet of said West Half of the Northwest Quarter aforesaid in Section 12, all in Cook County, Illinois.

Exhibit "B".

Parcel 2.

The West 157 feet (except the North 40 feet thereof and except the street known as Kedzie Avenue) of Lot 5 in the Subdivision of that part lying West of the Center of Slough, except therefrom the South 359.5 feet of the West 359.5 feet of the West Half of the Northwest Quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, and also except therefrom a strip 30/1000 chains wide North of and adjoining the South 359.5 feet of the West 359.5 feet of said West Half of the Northwest Quarter aforesaid in Section 12, all in Cook County, Illinois.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

ORDINANCE GRANTING SALE OF PROPERTIES TO
WOODLAWN ORGANIZATION REPEALED.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council heretofore approved the sale to the Woodlawn Organization these properties are commonly known as follows:

City Real Estate No. 2794
6116-6118 South Greenwood

\$3,400.00

The South 40 feet of Lot 3 in Subdivision of Block 3 (except the North 50 feet) in Charles Busby's Subdivision of the South 1/2 of the Southwest 1/4 (except 2 and 1/2 Acres) of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6116-6118 South Greenwood Avenue, Chicago, Illinois.

City Real Estate No. 2667
6647 South Kenwood

\$1,700.00

Lot 6 in Potter's Subdivision in the North East 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, according to the Plat thereof recorded April 21, 1906 as document 3850568 in Cook County, Illinois, commonly known as 6647 South Kenwood Avenue, Chicago, Illinois.

City Real Estate No. 3153
6630-6632 South Kimbark

\$3,400.00

Lot 7 in Block 10 in Oglesby's Subdivision of Blocks 10 and 11 in Wait and Bowen's Subdivision of part of the West 1/2 of the Northeast 1/4 (West of the Railroad) in Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6630-6632 South Kimbark, Chicago, Illinois.

Pursuant to an ordinance adopted March 25, 1983, and found in the Journal for said date 16527-16528; and

WHEREAS, The Woodlawn Organization is no longer interested in the purchase of the above cited properties; now, therefore,

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

SECTION 1. The ordinance adopted by this body on March 25, 1983, approving the sale to the Woodlawn Organization of said above cited properties is hereby repealed.

SECTION 2. The City Comptroller is hereby authorized to cancel the Quitclaim Deed, and reoffer these properties for sale to any interested parties.

SECTION 3. This ordinance shall be effective upon passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED TO RESCIND SALE OF SPECIFIED PROPERTIES
UNDER ADJACENT NEIGHBORS PHASE II PROGRAM AND TO
RE-ADVERTISE SAME FOR SALE.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council heretofore approved the sale of the Adjacent Neighbors Property Phase II, these properties commonly known as:

City Real Estate No. 4622
1938 South Sawyer Avenue

Bidder: Charlie B. Grooms
Address: 1936 South Sawyer Avenue
Amount: \$10.00

Legal Description

Lot 16 in Block 14 in Douglas Park Addition to Chicago in Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1938 South Sawyer Avenue).

City Real Estate No. 2355
5603 South Union Street

Bidder: Claudette M. Henderson
Address: 5601 South Union Street
Amount: \$50.00

Legal Description

Lot 2 in J. W. Farden's Subdivision of part of the South East quarter of Lot forty in School Trustees' Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 5603 South Union Street).

City Real Estate No. 6594
3318 West Van Buren Street

Bidder: Mr. and Mrs. Oscar Smith
Address: 3316 West Van Buren Street
Amount: \$2.00

Legal Description

Lot 86 in Scott's Addition to Chicago, being a Subdivision of the Northwest quarter of the Southeast quarter of the Northeast quarter of Section 14, Township 39 North, Range

13 East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 3318 West Van Buren).

City Real Estate No. 3816
1538 West 21st Street

Bidder: Salena Flores
Address: 1536 West 21st Street
Amount: \$50.00

Legal Description

Lot 11 in the Subdivision of Block 12 in Johnston's and Lee's Subdivision of the Southwest quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1538 West 21st Street.)

Pursuant to an ordinance adopted on March 30, 1984, and found in the Journal for said date on pages 5711 to 5730; and

WHEREAS, Those individuals listed above did not pick-up the deeds for the adjacent neighbors; now, therefore,

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

SECTION 1. The ordinance adopted by this Body on March 30, 1984, approving the sale to the above-mentioned individuals of said properties is hereby repealed.

SECTION 2. The City Comptroller is hereby authorized to cancel the ordinance, and reoffer these properties for sale to interested parties.

SECTION 3. That the City Comptroller is further authorized and directed to refund the amount that the unqualified individuals paid for properties.

SECTION 4. This ordinance shall be in effect upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

ACCEPTANCE OF BIDS AUTHORIZED FOR PURCHASE
OF VARIOUS CITY-OWNED PROPERTIES UNDER
ADJACENT NEIGHBORS LAND ACQUISITION
PROGRAM PHASE III.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase City-owned vacant properties under the "Adjacent Neighbors Land Acquisition Program", which was approved by the City Council of the City of Chicago in an ordinance passed July 23, 1982 on pages 11830-11831 of the Journal of the City Council Proceedings. Said bids and the legal description of the City-owned properties are as follows:

Bidder: James and Phyllis Wagner
Address: 1743 North Drake Avenue
Bid Amount: \$310.00

Real Estate No. 3165
Address: 1745 North Drake Avenue.
Index No. 13-35-413-006

Legal Description

Lot 44 in Augur's Subdivision of Block 17 in E. Simmons Subdivision of the Southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1745 North Drake Avenue, Chicago, Illinois.

Bidder: Charles J. Crudwell
Wm. R. McQuiston
Address: 1742 North Whipple Street
Bid Amount: \$300.00

Real Estate No. 2590
Property Address: 1740 North
Whipple Street
Index No. 13-36-318-030

Legal Description

Lot 8 in Block 2 of Blocks 1, 2, 3 and 4 in Johnston and Cox Subdivision of the West 1/2 of the Southwest 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1740 North Whipple, Chicago, Illinois.

SECTION 2. That the conveyances of these City-owned properties under the "Adjacent Neighbors Land Acquisition Program" are to be subject to all the terms, conditions, covenants, and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instruction to Bidders" and the "Offer to Purchase Real Estate," which were included in the official bidpackages distributed to bidders.

SECTION 3. That the City-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements, and conditions, if any, of record.

SECTION 4. That failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest Quitclaim Deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of Finance that the sale of these properties has been completed, to deliver the cashiers' checks, certified checks, bank checks and money orders of the above listed bidders in the full amount of the bids to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashiers' checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

ACCEPTANCE OF BIDS AUTHORIZED FOR PURCHASE
OF VARIOUS CITY-OWNED PROPERTIES UNDER
ADJACENT NEIGHBORS LAND ACQUISITION
PROGRAM, PHASE IV.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase City-owned vacant properties under the "Adjacent Neighbors Land Acquisition Program", which was approved by the City Council of the City of Chicago in an ordinance passed July 23, 1982 on pages 11830-31 of the Journal of the City Council Proceedings. Said bids and legal description of the City-owned properties are as follows:

Bidder: Lorraine Newton

Address: 5749 South Aberdeen Street

Bid Amount: \$401.50

Real Estate No. 4490

Address: 5751 South Aberdeen Street

Index No. 20-17-218-021

Legal Description

Lot 28 in Block 2 in James E. Borden's Subdivision in the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 5751 South Aberdeen Street, Chicago, Illinois.

Bidder: Ruth Ann Davis

Address: 1804 South Avers Avenue

Bid Amount: \$300.00

Real Estate No. 5059

Address: 1800 South Avers Avenue/

3837-3843 West 18th Street

Index No. 16-23-310-022

Legal Description

Lot 1 in Julia Slanec's Resubdivision of Lots 1, 2, 3 and 4 in Block 6 in Moore's Subdivision of Lot 1 in Supreme Court Partition of the West 60 acres of the Southwest 1/4 North of the Southwest Plank Road in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1800 South Avers Avenue/3837-3843 West 18th Street, Chicago, Illinois.

Bidder: Marion A. Bickham

Address: 4426 South Berkeley Avenue

Bid Amount: \$325.00

Real Estate No. 6027

Address: 4424 South Berkeley
Avenue

Index No. 20-02-307-047

Legal Description

Lot 4 in James A. Parish Subdivision of Lots 5, 11, 12 and the South 41.75 feet of Lot 4 and North 10/25 feet of Lot 6, in Block 2 in Hutchinson's Subdivision of Block 3 in Subdivision by the Executors of E. K. Hubbard of the East 1/2 of the Southwest 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4424 South Berkeley Avenue, Chicago, Illinois.

Bidder: Isaiah and Emma Hatcher
Address: 652 East Bowen Avenue
Bid Amount: \$350.00

Real Estate No. 1875
Address: 646 East Bowen Avenue
Index No. 20-03-214-045

Legal Description

Lot 9 and the East 1 foot of Lot 8 in John Mullens Subdivision of Lots 27 and 28 in Dobbins Subdivision of the North half of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 646 East Bowen Avenue, Chicago, Illinois.

Bidder: Cheryl Marshall
Address: 4759 South Champlain Avenue
Bid Amount: \$310.00

Real Estate No. 6494
Address: 4761 South Champlain
Avenue
Index No. 20-10-204-027

Legal Description

Lot 30 (except the North 15 feet) in Block 2 in the Subdivision of Lots 3 to 5 in Stone and McGlashan's Subdivision of the North half of the North half of the Northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4761 South Champlain Avenue, Chicago, Illinois.

Bidder: Anthony J. and Mary Jo
Papaleo
Address: 9435 South Charles Street
Bid Amount: \$551.00

Real Estate No. 5276
Address: 9431 South Charles Street
Index No. 25-06-426-002

Legal Description

The North 25 feet of Lot 3 in Subdivision by Eugene S. Pike of that part of the South East quarter of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian lying east of the center line of Spruce Street South of center line 93rd Street West of West line of right of way Pittsburgh, Cincinnati and St. Louis Railroad, and North of South line of said quarter Section and marks Longwood Subdivision on map thereof recorded January 18, 1889 as document 1052338 in Book 32 of Plate Page 37, in Cook County, Illinois, commonly known as 9431 South Charles, Chicago, Illinois.

Bidder: Norma and Lucas Casillas
Address: 3250 West Crystal Street
Bid Amount: \$300.00

Real Estate No. 2684
Address: 3248 West Crystal Street
Index No. 16-02-226-020

Legal Description

Lot 66 in S. E. Gross Fifth Humbolt Addition to Chicago in the South East quarter of the North East quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3248 West Crystal, Chicago, Illinois

Bidder: Clara Mae Harris
Address: 10743 South Edbrooke Avenue
Bid Amount: \$400.00

Real Estate No. 5032
Address: 10739 South Edbrooke
Avenue
Index No. 25-15-303-016

Legal Description

Lot 2 in Birkhoff and Nochol's Addition to Pullman, A Subdivision of part of Lot 12 in Assessor's Division in the West 1/2 of the North West 1/4 and the West 1/2 of the South West 1/4 of Section 15, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 10739 South Edbrooke Avenue, Chicago, Illinois.

Bidder: Lupe G. Perez
Address: 4328 South Emerald Avenue
Bid Amount: \$500.00

Real Estate No. 1840
Address: 4330 South Emerald Avenue
Index No. 20-04-300-028

Legal Description

Lot 13 in Block 2 in Faucett's Subdivision, being the West 10 acres of the North half of the North half of the West half of the South West quarter and the West 5 acres of the North half of the West half of the South half of the North half of the Southwest quarter of the West quarter of the South West quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 4330 South Emerald, Chicago, Illinois.

Bidder: Ralph A. and Ida M. Scavone
Address: 2035 West Erie Street
Bid Amount: \$300.00

Real Estate No. 7564
Address: 2037 West Erie Street
Index No. 17-07-116-009

Legal Description

Lot 66 in Subdivision of Block 12 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 2037 West Erie Street, Chicago, Illinois.

Bidder: Luana Smith
Address: 3840 West Flourney Street
Bid Amount: \$400.00

Real Estate No. 2446
Address: 3842 West Flourney Street
Index No. 16-14-302-024

Legal Description

Lot 39 (except the North 30 feet) of Block A in Vance's Garfield Boulevard Addition in the South West quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3842 West Flourney Street, Chicago, Illinois.

Bidder: George Carr
Address: 12446 South Harvard Avenue
Bid Amount: \$301.00

Real Estate No. 4912
Address: 12444 South Harvard
Avenue
Index No. 25-28-406-029

Legal Description

Lot 32 in Van Etten's West Pullman Park Subdivision, being a Resubdivision of Lot 7 of Andres' Subdivision of the East 1/2 of the Southwest 1/4 and the South East Fractional 1/4 of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 12444 South Harvard Avenue, Chicago, Illinois.

Bidder: Louis Cunningham Oliver
Address: 4104 South Lake Park Avenue
Bid Amount: \$300.00

Real Estate No. 1767
Address: 4100 South Lake Park
Avenue
Index No. 20-02-114-019

Legal Description

Lot 1 in Bonds Resubdivision of Lot 10 in Resubdivision of Block 3 in the Bayard and Palmer Addition to the North West Fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4100 South Lake Park Avenue, Chicago, Illinois.

Bidder: Mary H. Jones
Address: 4106 South Lake Park Avenue
Bid Amount: \$300.00

Real Estate No. 5072
Address: 4108 South Lake Park
Avenue
Index No. 20-02-114-023

Legal Description

Lot 5 in Bond's Resubdivision of Lot 10 in the Resubdivision of Block 3 in the Bayard and Palmer Addition in the North West Fractional 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4108 South Lake Park Avenue, Chicago, Illinois.

Bidder: Goldenia Washington Hogan
and Richard Brown
Address: 504 South Oakley Boulevard
Bid Amount: \$300.00

Real Estate No. 4284
Address: 502 South Oakley Boulevard
Index No. 17-18-128-035

Legal Description

The North 5 feet of Lot 43 and the South 15 feet of Lot 44 in Sub-Block 1 in the Subdivision of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 12 in Rockwell's Addition in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 502 South Oakley Boulevard, Chicago, Illinois.

Bidder: Dorothy L. Smith
Address: 3224 West Polk Street
Bid Amount: \$300.00

Real Estate No. 2049
Address: 3226 West Polk Street
Index No. 16-14-411-027

Legal Description

Lot 16 in Block 13 in E. A. Cummings and Company's Central Park Avenue Addition being a Subdivision of that part of the South East quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the North 40 rods thereof and North of the North line of right-of-way of the Chicago and Great Western Railroad in Cook County, Illinois, commonly known as 3226 West Polk Street, Chicago, Illinois.

Bidder: Charles Boose
Address: 8039 South Vincennes Avenue
Bid Amount: \$300.00

Real Estate No. 852
Address: 8041 South Vincennes
Avenue
Index No. 20-33-115-013

Legal Description

The South Half of Lot 9 in Block 1 in August Schorling Subdivision of that part of North 110 rods of the Northwest quarter of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 8041 South Vincennes Avenue, Chicago, Illinois.

Bidder: Sandra J. Gierke
and Mary K. Stoppert
Address: 1949 West Wabansia Avenue
Bid Amount: \$300.00

Real Estate No. 7399
Address: 1951 West Wabansia Avenue
Index No. 14-13-424-003

Legal Description

Lot 17 in Block 36 in Smith's Subdivision of Sheffield's Addition to Chicago of the West 1/2 of the South 1/2 of the Southeast 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 1951 West Wabansia Avenue, Chicago, Illinois.

Bidder: Eugene, Genice and Katie Nolen
Address: 3134 West 16th Street
Bid Amount: \$325.00

Real Estate No. 7218
Address: 3132 West 16th Street
Index: 16-24-106-027

Legal Description

Lot 20 in Block 4 in Douglas Park Addition to Chicago in Sections 23 and 24, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 3132 West 16th Street, Chicago, Illinois.

Bidder: Gerald Kelly
Address: 525 West 78th Street
Bid Amount: \$300.00

Real Estate No. 7137
Address: 523 West 78th Street
Index No. 20-28-326-006

Legal Description

Lot 4 (except the East 25 feet thereof) in Block 10 in Auburn Park a Subdivision in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 523 West 78th Street, Chicago, Illinois.

Bidder: Jesse Mims
Address: 3132-3134 West 15th Place
Bid Amount: \$300.00

Real Estate No. 7019
Address: 3140 West 15th Place
Index No. 16-24-105-020

Legal Description

Lot 23 in Block 3 in Douglas Park Addition to Chicago in the West 1/4 of Section 24, Township 39 North, Range 19, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 3140 West 15th Place, Chicago, Illinois.

SECTION 2. That the conveyances of these City-owned properties under the "Adjacent Neighbors Land Acquisition Program" are to be subject to all the terms, conditions, covenants, and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instruction to Bidders" and the "Offer to Purchase Real Estate", which were included in the Official bid packages distributed to bidders.

SECTION 3. That the City-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements, and conditions, if any, or record.

SECTION 4. That failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and the City Clerk are authorized to sign and attest Quitclaim Deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of Finance that the sale of these properties has been completed, to deliver the cashier's checks, certified checks, bank checks and/or money orders of the above listed bidders in the full amount to the City Comptroller, who is authorized to deposit said checks and/or money orders in the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashiers' checks, certified checks, bank checks and/or money orders to the unsuccessful bidders for the purchase of said properties.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

CITY COMPTROLLER AUTHORIZED TO ADVERTISE FOR SALE
PARCELS OF CITY-OWNED PROPERTY AT
SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted seven proposed ordinances (under separate committee reports) recommending that the City Council pass the said proposed ordinances transmitted therewith to authorize the advertisement for sale of certain parcels of City-owned property.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

1637 North Dayton Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 58 in Subdivision of Block 6 of Sheffield's Addition to Chicago, in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1637 North Dayton Street, Permanent Tax No. 14-32-426-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

558 West Lake Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Sub Lot 1 of Lots 6 and 7 in Block 24 Original Town, East half of the Southwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 558 West Lake Street, Permanent Tax No. 17-09-315-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

4253-4259 West Maypole Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcels of vacant property which are no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcels are described as follows:

Lots 4 and 5 in Barry and Forsyth's Resubdivision of Lots 17 to 24 in Block 19 in West Chicago Land Co.'s Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4253-4259 West Maypole Avenue, Permanent Index Numbers 16-10-414-001, 16-10-414-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

800 North Milwaukee Avenue/1112 West Chicago Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 19 and 20 in Harbine and Roman's Subdivision of that part of the Southeast 1/4 lying South and West of Milwaukee Avenue of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 800 North Milwaukee Avenue/1112 West Chicago Avenue, Permanent Tax No. 17-05-415-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1656 West Ogden Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Assessor's Division of Block 11 in Samuel F. Smith's Subdivision of the Northeast 1/4 and the No. 1.18 Chais East of Plank Road of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1656 West Ogden Avenue, Permanent Tax No. 17-18-214-013).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1404 South Pulaski Road.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Block 9 in William A. Merigold's Resubdivision of the North 50 Acres of the East 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1404 South Pulaski Road, Permanent Tax No. 16-22-222-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1028 East 46th Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 (except the East 45 feet 1 3/8 inches thereof) in McCormick's Subdivision of Southeasterly part of Block 6 of Subdivision by Executors of E. K. Hubbard of the East half of the Southwest quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, also the East 12 feet of part of Block 6 in Subdivision by the Executors of E. K. Hubbard of the East half of the Southwest quarter of Section 2, aforesaid as follows: Commencing at the Southwest corner of said Lot 6 as originally laid out thence North 228 feet thence East to a point equi-distant between East line of Ellis Avenue (formerly Egandale Avenue) and West line of Greenwood Avenue said West line of Greenwood Avenue being parallel with and 40 feet West of East line of said Lot 6 as originally laid out thence South 228 feet to South line of said Lot as originally laid out thence West on South line of said Lot 6 to place of beginning (except so much as may be used as or included in public streets) in Cook County, Illinois (commonly known as 1028 East 46th Street, Permanent Tax No. 20-02-312-044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

BIDS REJECTED AND CITY COMPTROLLER AUTHORIZED TO
RE-ADVERTISE FOR SALE PARCELS OF CITY-
OWNED PROPERTY AT VARIOUS LOCATIONS.

The Committee on Land Acquisition and Disposition submitted five proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize the rejection of bids and to re-advertise for sale parcels of City-owned property at various locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

3348 South Calumet Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Leroy Whiting, 3344 South Calumet Avenue, Chicago, Illinois 60616 to purchase for the sum of \$500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed February 4, 1985, page 13372.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 27 in Charles Cleaver's Subdivision of Lots 3 to 6 in Block 2 in Dyer & Davidson's Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3348 South Calumet Avenue, Permanent Tax No. 17-34-122-081).

Subject to 1971 through 1978 taxes; and also subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

812-826 North Marshfield Avenue/815-827 North Paulina Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Sam D. Kaplan, 188 West Randolph Street, Chicago, Illinois 60601 to purchase for the sum of \$25,000.00 the City-owned vacant property, previously advertised pursuant to Council authority passed May 30, 1985, page 17317.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 6, 7, 14, 15, Lot 8 (except the North fourteen feet thereof), and Lot 13, (except the North fourteen feet thereof), together with all that part of the North and South vacated public alley lying West of and adjoining the West Line of Lots 6 to 8, both inclusive, lying East of and adjoining the East line of 13 to 15, both inclusive, lying South of and adjoining a line 14 feet South of and parallel with the North line of said Lot 8 produced West 12 feet, and lying North of and adjoining the South line of said Lot 6 produced West 12 feet, all in Block 23 of Johnston's Subdivision of the East half of the Southeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 812-826 North Marshfield Avenue/815-827 North Paulina Street, Parking Site No. 69).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

5544 South Racine Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Flint Parker and Pauline Parker, 5542 South Racine Avenue, Chicago, Illinois 60616 to purchase for the sum of \$500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1985, page 3610.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 317 in 55th Street Boulevard Addition in the Northwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5544 South Racine Avenue, Permanent Tax No. 20-17-187-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

8506 South Stony Island Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Jerome Wade, 324 E. 115th Street, Chicago, Illinois 60628 to purchase for the sum of \$750.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 28, 1984, page 11228.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Block 4 in Cepek's Subdivision, being a Resubdivision of the East half of the Southeast quarter (except the North half of the North half thereof) of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois including vacated street therein according to the plat thereof recorded August 13, 1915 as Document No. 9691417, in Cook County, Illinois (commonly known as 8506 South Stony Island Avenue, Permanent Tax No. 20-35411-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

5653-5659 South Union Avenue/648-658 West 57th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Bishop G. B. Pickens, Memorial Temple, 5737 South Union Avenue, Chicago, Illinois to purchase for the sum of \$1,200.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 28, 1984, pages 11228-11229.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 13 feet of Lot 21 and all of Lots 22, 23 and 24 in J. W. Farlins' Subdivision of part of the Southeast 1/4 of Lot 40 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5653-5659 South Union Avenue/648-658 West 57th Street, Permanent Tax No. 20-16- 102-048).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted nineteen proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing the acceptance of bids for the purchase of certain parcels of City-owned property.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Laurino, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

1656 North Burling Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of David W. Carpenter and Jane F. Carpenter as joint tenants, with right to survivorship, 1660 North Burling Street, Chicago, Illinois to purchase for the sum of \$43,501.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 1, 1984, page 9848 described as follows:

Lot 18 in Ira Scott's Subdivision of the West 1/2 of the West 1/2 of Block 1 in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1656 North Burling Street, Permanent Tax No. 14-33-313-046).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$4,351.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1832-1834 South Carpenter Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Marie Ramirez-Avila, 1112 West 19th Street, Chicago, Illinois 60608 to purchase for the sum of \$3,600.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 4, 1985, pages 13373-13374 described as follows:

Lots 4 and 5 in Sub-Block 8 in Walsh and McMullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1832-1834 South Carpenter Street, Permanent Tax Nos. 17-20-400-024 and 025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$360.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1107 West Chestnut Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of James E. Wells, 442 Wellington Avenue, Chicago, Illinois to purchase for the sum of \$3,510.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 28, 1984, page 11219 described as follows:

Lot 10 in Block 9 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1107 West Chestnut Street, Permanent Tax No. 17-05-414-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$351.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1434 North Cleveland Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mary J. McGinty and Olga M. Dultz, joint tenants with right to survivorship, 432 West Arlington Place, Chicago, Illinois 60614 to purchase for the sum of \$18,001.00, the City- owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, page 7314 described as follows:

Lot 45 in the Subdivision of Lot 6 in State Bank Subdivision of the Northeast quarter of the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded December 20, 1965, in Book 163 of Maps Page 79 in Cook County, Illinois, (commonly known as 1434 North Cleveland Avenue, Permanent Tax No. 17- 04-122-039).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,800.10 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2208 North Clybourn Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Betsey Riley, 2229 North Clybourn Avenue, Chicago, Illinois 60614 to purchase for the sum of \$9,701.85, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 28, 1984, pages 11219-11220 described as follows:

Lot 3 in Sub-block 4 in the Subdivision of the West 1/2 and Sub-block 5 in the East 1/2 of Block 15 in Sheffield's Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 32, Township 40 North, Range 14; East of the Third Principal Meridian in Cook County, Illinois (commonly known as 2208 North Clybourn Avenue, Permanent Tax No. 14-32-107-049).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$970.19 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1922-1924 South Desplaines Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Amalio Quiles, 1928 South Desplaines Street, Chicago, Illinois 60610 to purchase for the sum of \$2,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 4, 1985, page 13375 described as follows:

Lot 4 in Assessor's Division of Lots 11, 12 and 17 in Subdivision of Lot 1 in Block 38 in Canal Trustees Subdivision of the West half of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1922-1924 South Desplaines Street, Permanent Tax No. 17-21-322-023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$200.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3833 West Harrison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Devine Tree of Life M.B. Church, 3837 West Harrison Street, Chicago, Illinois 60624 to purchase for the sum of \$2,150.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed September 15, 1982, page 12158 described as follows:

Lot 12 (except the South 8.092 feet) in B 'A' in Vance's Garfield Boulevard Addition in the South West quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois (commonly known as 3833 West Harrison Street, Permanent Tax No. 16-14-302-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$215.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

4068 South Lake Park Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Nona B. Cameron, 4066 South Lake Park, Chicago, Illinois 60653 to purchase for the sum of \$2,300.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 28, 1984, pages 11223-11224 described as follows:

Lot 2 in McKey's Subdivision of Lots 13, 14 and 15 in Block 13 in Cleaverville in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4068 South Lake Park Avenue, Permanent Tax No. 20-02-107-034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$230.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1311 North Larrabee Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of A and D Food Mart, Incorporated, 1315 North Larrabee Street, Chicago, Illinois 60610 to purchase for the sum of \$12,400.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 28, 1984, page 11224 described as follows:

Lots 21 and 22 in the Resubdivision of the Southeast 20 Feet of Sub Lot 2 and all of Sub-Lots 3 to 28, inclusive, in Subdivision of Lots 56, 58, 60 and 62 and private alley Southeast and adjoining the above Lots in Butterfield's Addition to Chicago, being a Subdivision of the West 1/2 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 in Section 4, Township 39 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 1311 North Larrabee Street, Permanent Tax No. 17-04-130-008).

Subject to 1974, 1975, 1976, 1977 and part of 1978 taxes and also subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,240.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1159 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lee M. Novak and Philip Novak, joint tenants with right to survivorship, 1143 West Madison Street, Chicago, Illinois to purchase for the sum of \$11,400.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 28, 1984, pages 11224-11225 described as follows:

Lot 21 in Subdivision of Block 2 in Canal Trustee's Subdivision of West half and of West half Northeast quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1159 West Madison Street, Permanent Tax No. 17-17-200-004).

Subject to special assessments and also subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,400.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2308 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Travisteen Pride, 207 North Menard Avenue, Chicago, Illinois 60644, to purchase for the sum of \$3,645.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed May 15, 1985, pages 16196-16197 described as follows:

Lot 97 in Charles Follansbee's Subdivision of Block 57 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2308 West Madison Street, Permanent Tax No. 17-07-328-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$365.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

4338 South Dr. Martin Luther King Jr. Drive.

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

SECTION 1. The City of Chicago hereby accepts the bid of Kathleen Lee Carey and Charles Carey, her husband, as joint tenants with right to survivorship, 4340 South Dr. Martin Luther King Jr. Drive, Chicago, Illinois, to purchase for the sum of \$4,300.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 1, 1984, pages 9858 and 9959 described as follows:

The South 24 feet of the North 76-1/2 feet of the South 153 feet of the North 447 feet of the East 166 feet of that part lying in Lot 11 South of 43rd Street and West of Boulevard of the North East quarter of the North East quarter of the Southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, (except the West 16 feet of said land deeded for public alley by plat recorded April 17, 1890 as Document No. 1253805 in Cook County, Illinois (commonly known as 4338 South Dr. Martin Luther King Jr. Drive, Permanent Tax No. 20-03-305-029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$430.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

944 North Racine Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Joseph A. Colsant and Dorothy P. Colsant, his wife as joint tenants with right to survivorship, 5527 West Wilson Avenue, Chicago, Illinois 60630, to purchase for the sum of \$2,255.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 28, 1984, page 11227 described as follows:

Lot 37 in Block 12 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 944 North Racine Avenue, Permanent Tax No. 17-05-318-031).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$225.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2701-2705 West Roosevelt Road.

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the vacant parcel of real property described herein, which is owned by the City of Chicago, to New Upper Room Church, 2736 West Ogden Avenue, Chicago, Illinois.

R.E. No. 5077

Amount: \$4,800.00

Address: 2701-2705 West Roosevelt Road

Permanent Tax No. 16-24-201-018

Legal Description

Lots 3 and 4 (except the South 50 feet thereof) in Subdivision of Lots 1 and 2 in Block 2 in Cook and Anderson's Subdivision of the West 1/2 of the Northeast 1/4 of Section 24, Township 39 North, Range 13, East of the Third Principal Meridain, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to the New Upper Room Church, 2736 West Ogden Avenue, Chicago, Illinois, with the City Clerk attesting to said conveyance.

SECTION 3. This ordinance shall be effective upon its passage.

1930 South Shelby Court.

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

SECTION 1. The City of Chicago hereby accepts the bid of Raul A. Esparza and Maria R. Esparza, his wife with right to survivorship, 1926 South Shelby Court, Chicago, Illinois 60608 to purchase for the sum of \$1,500.00, the City- owned vacant property, previously advertised pursuant to Council authority passed February 4, 1985, pages 13384-13385 described as follows:

The East 1/2 of Lot 23 in the Subdivision of Block 13 in Walsh and McCullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1930 South Shelby Court, Permanent Tax No. 17-20-423-023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$150.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2553-2559 West Thomas Street/1053-1059
North Rockwell Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Bickerdike Redevelopment Corporation, 2550 West North Avenue, Chicago, Illinois 60647 to purchase for the sum of \$7,555.00, the City-owned vacant property, previously advertised pursuant to Council authority passed August 7, 1985, page 19036 described as follows:

Lots 22, 23 and 24 in Lehmer's Resubdivision of Lots 1 to 25 and Lots 31 to 50 both inclusive, in Lehmer's Subdivision of the North 1/2 of the South 1/2 of the West 1/2 of the North East 1/4 of the South East 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2553-2559 West Thomas Street/1053- 1059 North Rockwell Street, Permanent Tax No. 16-01-410-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$755.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2651-2655 West Wilcox Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Landmark Missionary Baptist Church, an Illinois not-for-profit corporation, 2700 West Wilcox Street, Chicago, Illinois 60612 to purchase for the sum of \$5,200.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1983, page 3614 described as follows:

Lots 3 and 4 in Rust's Subdivision of Lots 12, 13, 16, 17 and Lot 20 (except the East 67 feet thereof) in Block 2 in Rockwell's Addition to Chicago in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2651-2655 West Wilcox Street, Permanent Tax No. 16-13-209-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$5,200.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3219 West Fifth Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Fifth City Industrial Promotion Corporation, 3324 West Fifth Avenue, Chicago, Illinois 60612 to purchase for the sum of \$2,200.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 1, 1984, page 9850 described as follows:

Lot 12 (except the South 130 feet) in Block 3 in Central Park Second Addition in the East half of the Northeast quarter of the Northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, being a Subdivision of Lots 1, 2, 6, 7, 8, 12, 13, 14, 15, 19, and 20 in Superior Court Partition of said Tract in Cook County, Illinois (commonly known 3219 West Fifth Avenue, Permanent Tax No. 16-14-213-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$220.00, submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

436 East 49th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Gregory Morrisette, 3420 South Cottage Grove Avenue, Chicago, Illinois 60616 to purchase for the sum of \$2,100.00,

the City-owned vacant property, previously advertised, pursuant to Council authority passed February 4, 1985, page 13389 described as follows:

The East 1/2 of Lot 6 in Block 2 in Snow and Dickenson's Subdivision of that part of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of Vincennes Avenue, in Cook County, Illinois (commonly known as 436 East 49th Street, Permanent Tax No. 20-10-208-029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$210.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

Action Deferred -- ACCEPTANCE OF BID AUTHORIZED FOR
PURCHASE OF VACANT SCHOOL FUND LAND AT
5001-5035 WEST MADISON STREET.

The Committee on Land Acquisition and Disposition submitted the following report, which was, on motion of Aldermen D. Davis, Smith and Henry, *Deferred* and ordered published:

CHICAGO, January 16, 1986.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition to which was referred a Communication from the Board of Education transmitting Report No. 85-0925-RE1 adopted by the Board at its regular meeting held September 25, 1985 recommending the acceptance of the bid of McDonald's Corporation, 1100 West 22nd Street, Oak Brook, Illinois 60521 in the amount of \$100,000 for the purchase of vacant school fund land located at 5001-5035 West Madison Street, 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 unanimous vote of the members of the committee.

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

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

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from McDonald's Corporation, 1100 West 22nd Street, Oak Brook, Illinois 60521, in the amount of \$100,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Ripley B. Mead	\$89,500
April 23, 1984	
Terrence O'Brien and Company	\$58,000
May 2, 1984	

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of McDonald's Corporation to purchase vacant land described as follows, to-wit:

Lot 34 (except the South 341.11 feet thereof and except part taken and used for Madison Street) and Lot 35 (except the South 341.05 feet thereof) and except part taken and used for Madison Street in School Trustees' Subdivision of the North part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which land has a frontage of 353.88 feet on West Madison Street and contains approximately 44,958 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder McDonald's Corporation to the City Comptroller who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposit of the unsuccessful bidder, E.F.G.M. Community Development, Inc.

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

COMMITTEE ON SPECIAL EVENTS AND WORLD'S FAIR.

APPROVAL OF MAYOR'S OFFICE OF SPECIAL EVENTS BUDGET.

The Committee on Special Events and World's Fair submitted the following report:

CHICAGO, January 16, 1986.

To the President and Members of the City Council:

Your Committee on Special Events and World's Fair having under consideration the proposed budget for the Mayor's Office of Special Events herewith submits the following appropriations for confirmation of the City Council in accordance with the budget requirements under the 355 Fund, Municipal Hotel-Motel Operators' Occupation Tax Fund, with the provision that any expenditure from the Office of Fine Arts Grant (802) (\$350,000.) only be expended upon receipt of a written letter from the Commissioner of the Department of Cultural Affairs, and only when the Commissioner receives written approval from the Chairman of the Committee on Special Events and World's Fair; and with the provision that any expenditure from the Undesignated Fund (816) (\$40,000.) and from the Miscellaneous Special Events (813) (\$100,000.) only be expended upon receipt of a written letter from the Executive Director of the Mayor's Office of Special Events, and only when the Executive Director receives written approval from the Chairman of the Committee on Special Events and World's Fair.

801	Conventions and Tourism	\$1,000,000
802	Fine Arts Grants	350,000
803	Special Events Tourism Promotion	100,000

804	Meetings and Dignitaries	120,000
805	Vietnam Parade	50,000
806	Neighborhood Festivals	450,000
807	Blues Festival	200,000
808	Jazz Festival	200,000
809	July 3rd Concert	70,000
810	Venetian Night	25,000
811	Folk Fair	150,000
812	Parades and Special Programs	100,000
813	Miscellaneous Special Events	100,000
814	Professional Services	75,000
815	Insurance	70,000
816	Undesignated	40,000

TOTAL:

\$3,100,000

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

Alderman Stone moved to *Concur In* the committee's recommendation. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys to which had been referred October 17, 1985, two proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

On separate motions made by Alderman Cullerton, each of 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Grant to La Mantia Brothers Arrigo Company.

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

SECTION 1. Permission and authority are hereby given and granted to LaMantia Bros. Arrigo Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a covered bridge or passageway over and across the forty-eight (48) foot e/w public alley north of West 15th Street at a point three hundred forty (340) feet west of west line of South Morgan Street measured on the south line of said forty-eight (48) foot alley. Said covered bridge/passageway shall be not more than eight (8) feet in width, eight (8) feet in height and not less than fourteen (14) feet above surface of alley; for a period of five (5) years from and after October 16, 1985.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works. The grantee shall keep that portion of the public way

over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing

insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. 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 (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Grant to Lawrence E. Burns.

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

SECTION 1. Permission and authority are hereby given and granted to Lawrence E. Burns, upon the terms and subject to the conditions of this ordinance to install when necessary the following privileges located in the public way adjacent to 1031 North Orleans as follows:

Bay Windows

Four (4) existing bay windows located on West Wendell Street. Said bays shall consist of two (2) corner windows located on North Orleans Street and the north/south alley and two (2) bays located on West Wendell Street.

Sample Basin

To install a sample basin located on West Wendell Street, four (4) feet in diameter.

Stairwell

Existing stairwell located on West Wendell Street, extending into the public way a distance of approximately five (5) feet with a length of seventeen (17) feet.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred and no/100 Dollars (\$700.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any

public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. 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 (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys to which had been referred on September 24, October 9 and 17, 1985, eleven proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Edward K. Stackler: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Edward K. Stackler to maintain and use an existing canopy over the public right-of-way in East Walton Street attached to the building or structure located at 70 East Walton Street for a period of three (3) years from and after November 14, 1985 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 9 feet in length, nor 11 feet 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.

Luz Segouia: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Luz Segouia to maintain and use an existing canopy over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 2408 North Lincoln Avenue 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 20 feet in length, nor 1 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.

Aron Eisenberg: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Aron Eisenberg to maintain and use an existing canopy over the public right-of-way in North Pine Grove Street attached to the building or structure located at 3019-3033 North Pine Grove Street for a period of three (3) years from and after October 26, 1985 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 13 feet in length, nor 2 feet 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.

Ravenswood Hospital Medical Center: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Ravenswood Hospital Medical Center to maintain and use an existing canopy over the public right-of-way in West Wilson Avenue attached to the building or structure located at 1931 West Wilson Avenue for a period of three (3) years from and after November 12, 1985 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 27 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-two and no/100 Dollars (\$52.00) 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.

Commodore Inn, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Commodore Inn, Incorporated to maintain and use an existing canopy over the public right-of-way in North Kenmore Avenue attached to the building or structure located at 5547 North Kenmore Avenue for a period of three (3) years from and after October 13, 1985 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 16 feet in length, nor 7 feet 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.

The Peoples Church of Chicago: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Peoples Church of Chicago to maintain and use an existing canopy over the public right-of-way in West Lawrence Avenue attached to the building or structure located at 941 West Lawrence Avenue for a period of three (3) years from and after October 27, 1982 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 13 feet in length, nor 10 feet 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.

Western National Bank of Cicero, U/T 6403: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Western National Bank of Cicero, U/T 6403 to construct, maintain and use a canopy over the public right-of-way in West Pratt Avenue attached to the building or structure located at 1600 West Pratt Avenue 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 134 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty-nine and no/100 Dollars (\$159.00) 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.

National Beef and Provisions, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to National Beef and Provisions, Incorporated to maintain and use an existing canopy over the public right-of-way in North Peoria Street attached to the building or structure located at 310 North Peoria Street for a period of three (3) years from and after October 13, 1985 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 35 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Sixty and no/100 Dollars (\$60.00) 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.

*Security Federal Savings and Loan Association
of Chicago: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Security Federal Savings and Loan Association of Chicago to maintain and use an existing canopy over the public right-of-way in North Milwaukee Avenue attached to the building or structure located at 1209 North Milwaukee Avenue for a period of three (3) years from and after June 22, 1985 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 45 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Seventy and no/100 Dollars (\$70.00) 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.

Richard P. Lucente: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Richard P. Lucente to maintain and use an existing canopy over the public right-of-way in South Wabash Avenue attached to the building or structure located at 1234 South Wabash Avenue for a period of three (3) years from and after January 1, 1986 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 9 feet in length, nor 5 feet 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.

33 West Monroe Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 33 West Monroe Associates to maintain and use an existing canopy over the public right-of-way in West Monroe Street attached to the building or structure located at 33 West Monroe Street for a period of three (3) years from and after December 20, 1985 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 61 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Eighty-six and no/100 Dollars (\$86.00) 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.

TIME EXTENSION GRANTED FOR VACATION OF PUBLIC ALLEY
IN AREA BOUNDED BY WEST 59TH STREET, WEST 60TH
STREET, SOUTH ARTESIAN AVENUE AND SOUTH
WESTERN AVENUE.

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

WHEREAS, It is necessary to amend the ordinance passed by the City Council October 9, 1985, (C.J. pp. 20492-20493) vacating the east 110 feet, more or less, of the east-west 16-foot public alley in the block bounded by West 59th Street, West 60th Street, South Artesian Avenue, and South Western Avenue to include a reservation for City of Chicago electrical facilities and to extend the time from 90 days to 180 days: now, therefore,

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

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on October 9, 1985, as printed in the Journal of Proceedings of the City Council of the City of Chicago of said date, pages 20492, 20493 and 20494 providing for "Public Alley Vacated in Area bounded by West 59th Street, West 60th Street, South Artesian Avenue, and South

Western Avenue" be and the same is hereby amended by striking all of the ordinance as passed and substituting in lieu thereof the following ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 1 to 5, both inclusive; lying north of the north line of Lot 43; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 43; and lying east of the northwardly extension of the west line of Lot 43 all in Block 9 in

Cobe and McKinnon's 59th Street and Western Avenue Subdivision of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian (except streets heretofore opened);

said part of public alley herein vacated being further described as the east 110 feet, more or less, of the east-west 16-foot public alley in the block bounded by West 59th Street, West 60th Street, South Artesian Avenue, and South Western Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of the public alley as herein vacated, with the right of ingress and egress.

The City of Chicago hereby reserves that part of the public alley as herein vacated, as a right of way for existing city electrical facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Marquette National Bank, as Trustee, Trust No. 1903, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said part

of public alley hereby vacated, the sum of Twelve Thousand Eight Hundred and no/100 Dollars (\$12,800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Western Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Marquette National Bank, as Trustee, Trust No. 1903, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

SECTION 6. This amending ordinance shall take effect and be in force from and after its passage.

[Drawing omitted for printing purposes.]

On motion of Alderman Cullerton, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR RENAMING PORTION OF SOUTH
INDIANA AVENUE AS "ST. JOHN DRIVE."

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed substitute ordinance:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorized erection of honorary street name signs, the Commissioner of Public Works shall take the

necessary action for standardization of renaming of S. Indiana Avenue between E. 115th Street and E. Kensington Avenue to "St. John Drive".

SECTION 2. This ordinance shall take effect upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR ESTABLISHMENT OF "DEPRESSED
CURBING" AT 11000 SOUTH ST. LOUIS AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the establishment of "Depressed Curbing" in front of Mt. Greenwood Methodist Church, 11000 S. St. Louis Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR CONSTRUCTION OF
DEPRESSED-TYPE CURB AND GUTTER
AT SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to construction of a "Depressed-Type Curb and Gutter" in lieu of the standard street curb and gutter on South Trumbull Avenue and West 109th Street, for the benefit of the members of Mt. Greenwood Evangelical Lutheran Church.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF SPECIFIED
TREE GRATES AT 1250 NORTH LA SALLE
DRIVE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 1250 North LaSalle Apartments for the installation of nine tree grates at 1250 North LaSalle Drive, subject to approval of plans, and the adjoining property owner shall maintain, indemnify, save and hold harmless the City of Chicago from any liability.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR ISSUANCE OF PERMIT TO SET BACK
CURB AT 155 EAST SUPERIOR STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permit to the Catholic Archdiocese of Chicago, 155 E. Superior Street, to set back the curb at 155 E. Superior Street, subject to approval of plans. The adjoining property owner shall assume full responsibility for maintenance and snow removal and shall indemnify, save and hold harmless the City of Chicago from any claims and liabilities which may occur in and or on account of this installation.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

PERMISSION GIVEN FOR CONSTRUCTION AND LANDSCAPING
ON PORTION OF WEST WILSON AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Uptown Local Development Corporation, the Uptown Chicago Commission, and the Community Property Organization Development to plant sod, thirty Norway Maples and sixty-seven Yews, and also grant permission for the construction of walkways and bollards connected with chain along the public way on both sides of West Wilson Avenue between North Beacon Street and North Clark Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED TO ERECT PERMANENT BARRIER
AT SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to erect a "Permanent Barrier" in the north-south vacated alley east of the Northwestern Railroad right-of-way on the east roadway of North Ravenswood Avenue immediately north of West Peterson Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

PORTION OF SOUTH LASALLE STREET CLOSED TO
"THROUGH VEHICULAR TRAFFIC".

The Committee on Streets and Alleys submitted a report recommending that the City Council adopt the following proposed resolution:

Be It Resolved, That S. LaSalle Street from the south property line of S. Archer Avenue to the north property line of W. Cermak Road; and W. 21st Street from the east property line of S. Wentworth Avenue to the west property line of S. LaSalle Street be closed to "through vehicular traffic".

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR RENAMING PORTION OF NORTH
WABASH AVENUE TO "JEWELERS' ROW".

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

WHEREAS, The Loop's Wabash Avenue is one of this great City's most famous and productive streets; and

WHEREAS, The historical character of Wabash Avenue permeates not only the structures, but the people who ply their wares in the Gems industry for over 100 years, after the Great Chicago Fire of 1871; and

WHEREAS, It is fitting and proper that we take cognizance of the outstanding contributions to Chicago's history and economy made by the many jewelery businesses which still thrive along a portion of downtown Wabash Avenue; now, therefore,

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of that date, which authorizes erection of honorary street signs, the Commissioner of Public Works shall take the necessary action for standardization of N. Wabash Avenue between E. Washington Street and E. Madison Street, and of S. Wabash Avenue between E. Madison Street and E. Monroe Street as "Jewelers' Row".

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

On motion of Alderman Cullerton, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR MAINTENANCE AND
INSTALLATION OF TREES AND GRATES
(OR PAVING BRICKS) TO
PARKWAY AT 600
WEST ADAMS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of the Department of Streets and Sanitation is hereby authorized to issue the necessary permits for the maintenance and installation of trees and grates (or paving bricks) to parkway located at 600 West Adams subject to the following conditions:

1. Property owners agree to maintain said landscaping and appurtenances to the satisfaction of the Commissioner of Streets and Sanitation and to correct any deficiencies immediately upon request.
2. The property owner further agrees to accept and hold the city harmless from any and all liabilities which may arise relative to any portion or function of this installation.
3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation by the property owner under the authorization requested herein. The property owner further agrees that it will not hold liable the City of Chicago or any utility company for or in account of any loss or damage to property, facilities or appurtenances owned by it or controlled by

the property owner or for account of any loss or damage sustained by the property owner as a result of injuries to employees, agents or tenants of the property owner.

4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for on account of any act or thing done or suffered or omitted to be done under the permission of such grant.
5. When so requested, the property owner must execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Streets and Sanitation with sureties to be approved by the City of Chicago.
6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Code of the City of Chicago.
7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Streets and Sanitation at any time, without the consent of the property owner.
8. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION AND
MAINTENANCE FOR FIVE CURB-ATTACHED
PLANTERS IN PUBLIC WAY AT
2321 EAST 71ST STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits for the installation and maintenance of five (5) curb-attached concrete planters in the public way at 2321 East 71st Street, to the Urban Services Realty and Management Group, Inc., subject to the following conditions:

1. Property owners agree to maintain said landscaping and appurtenances to the satisfaction of the Commissioner of Streets and Sanitation and to correct any deficiencies immediately upon request;
2. The property owner further agrees to accept and hold the City harmless from any and all liabilities which may arise relative to any portion or function of this installation;
3. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be changed to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for on account of any act or thing done or suffered or omitted to be done under the permission of such grant;
4. When so requested, the property owner must execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Streets and Sanitation with sureties to be approved by the City of Chicago;
5. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Municipal Code of the City of Chicago;
6. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Streets and Sanitation at any time, without the consent of the property owner; and
7. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR MAINTENANCE AND INSTALLATION
OF SIX PLANTER BOXES AND TREES AT
SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to granting permission to the Drake Hotel, Lake Shore Drive, for the maintenance and installation of six planter boxes and trees on Michigan Avenue adjacent to their property subject to the following conditions:

1. Property owners agree to maintain said landscaping and appurtenances to the satisfaction of the Commissioner of Streets and Sanitation and to correct any deficiencies immediately upon request.
2. The property owner further agrees to accept and hold the City harmless from any and all liabilities which may arise relative to any portion or function of this installation.
3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation by the property owner under the authorization requested herein. The property owner further agrees that it will not hold liable the City of Chicago or any utility company for or in account of any loss or damage to property, facilities or appurtenances owned by it or controlled by the property owner or for account of any loss or damage sustained by the property owner as a result of injuries to employees, agents or tenants of the property owner.
4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for on account of any act or thing done or suffered or omitted to be done under the permission of such grant.
5. When so requested, the property owner must execute and deliver to the the City of Chicago a bond in an amount fixed by the Commissioner of Streets and Sanitation with sureties to be approved by the City of Chicago.
6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Code of the City of Chicago.

7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Streets and Sanitation at any time, without the consent of the property owner.
8. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR CLOSING TO VEHICULAR
TRAFFIC PORTION OF WEST JUNEWAY TERRACE
AND NORTH HASKINS AVENUE AND
EXISTING EAST-WEST ALLEY.

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

WHEREAS, Amendment No. 1 to the Haskins-Hermitage Redevelopment Plan provides for the closing-to-vehicular-traffic of a portion of West Juneway Terrace and North Haskins Avenue and an existing east-west alley described below; and

WHEREAS, The above-referred-to street and alley rights-of-way to be closed shall become landscaped areas for the new Triangle Park (except as noted in Section 3 of this ordinance); provided, however, that no buildings or other structures shall be erected in said right-of-way; and

WHEREAS, The Triangle Park Corporation, composed of representatives of a consortium of various neighborhood groups, has sponsored the development of Triangle Park; and

WHEREAS, Said corporation will enter into a lease agreement with the City which among other matters will hold the City harmless for any accidents, injuries or other causes of action which may arise as a result of closing said areas or use of said areas or part of the park;

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

SECTION 1. That the following areas be closed to vehicular traffic as shown on the drawing attached hereto, except for emergency vehicles, including fire and police vehicles.

that part of the east-west 16 foot alley north and adjoining blocks 1 and 2 lying east of the east line of west 8 feet of lot 9 in block 1 extended north and lying west of the east line of the west 5 feet of lot 16 in block 2, extended north, all in David P. O'Leary's subdivision, of part of the south 1/2 of the northeast 1/4 of section 30, township 41 north, range 14 east of the third principal meridian.

all that part of North Haskins Avenue lying west and northwest of the west line of North Hermitage Avenue extended north and being described as follow: Beginning at the intersection of the southwesterly line of North Haskins Avenue and the west line of North Hermitage Avenue; thence north along the west line of North Hermitage Avenue extended, a distance of 67.90 feet; thence west perpendicular to the west line of North Hermitage Avenue, extended, a distance of 62.15 feet to the southwesterly line of North Haskins Avenue; thence southeasterly along the southwesterly line of North Haskins Avenue, 92.05 feet to the point of beginning.

that part of the north 1/2 of West Juneway Terrace lying south and adjoining lots 1 to 5 and the vacated alley east of and adjoining lot 1 in block 1 and south and adjoining lots 17, 18, 19 and the west 19 feet of lot 16, lying west of the east line of the west 19 feet of said lot 16 extended south and east of the northeasterly line of North Haskins Avenue extended northwesterly, all in David P. O'Leary's subdivision of the northeast 1/4 of section 30, township 41 north, range 14 east of the third principal meridian, in Cook County, Illinois.

that part of the south 1/2 of West Juneway Terrace lying north and adjoining block 1 and east and west of the southwesterly line and the east line of said block 1 extended northerly in Gunderson's resubdivision of blocks 10, 11, 12, 13 and 14 together with vacated street and vacated alleys, all in Gunderson's North Birchwood subdivision of blocks 4 to 17, both inclusive, in David P. O'Leary's subdivision of part of the south 1/2 of the northeast 1/4 of section 30, aforesaid.

SECTION 2. The City of Chicago hereby reserves all these portions of rights-of-way herein closed, as a right-of-way for existing municipally owned service facilities and public utilities now located or which in the future may be located in said parts of the rights-of-way herein closed, and for the maintenance, renewal and construction of such facilities with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said rights-of-way herein reserved or other use made of said areas, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of these facilities.

SECTION 3. That the closed rights-of-ways shall become part of the landscaped areas of Triangle Park, which will include trees, shrubbery, outdoor furniture, walkways, etc., for the enhancement and use of the entire neighborhood: except that part of the east-west alley

north and adjoining blocks 1 and 2 as referenced above shall be retained for use solely by emergency and maintenance vehicles.

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

[Drawings omitted for printing purposes.]

On motion of Alderman Cullerton, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE
PLAT OF FORD CITY SUBDIVISION.

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

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approved a plat of subdivision "Ford City Subdivision" located on the east side of S. Cicero Avenue north of W. 77th Street and having a frontage on S. Cicero Avenue of 3127.02 feet and a depth of 2446 feet, more or less, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 27-13-85-806A).

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

[Plat omitted for printing purposes.]

On motion of Alderman Cullerton, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE
PLAT OF SUBDIVISION AND DEDICATION
FOR SPECIFIED AREA.

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

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approved a plat of Cahill's Eight Addition to Chicago being an irregular shaped parcel located 125 feet north of W. Addison Street and 110 feet east of N. Pacific Avenue and having a frontage of 447.69 feet on W. Forest Preserve Avenue and providing for the dedication of streets and alleys, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 24-38-85-1016).

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

[Plat omitted for printing purposes.]

On motion of Alderman Cullerton, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLATS
OF DEDICATION FOR ILLINOIS CENTRAL GULF
RAILROAD COMPANY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass five proposed ordinances for Illinois Central Gulf Railroad Company, directing

the Superintendent of Maps to approve plats of dedication for specified areas.

On separate motions made by Alderman Cullerton, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following are said ordinances as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of dedication for public right of way below 20.00 feet Chicago City Datum, lying between the north terminus of N. Harbor Drive and E. Wacker Drive having a width of 66.00 feet and located 407.154 feet east of the east line of N. Lake Shore Drive (as measured along the south line of E. Wacker Drive) for Illinois Central Gulf Railroad Company, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 10-1-85-1008).

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

[Drawing omitted for printing purposes.]

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of dedication for public right of way below 20.00 feet Chicago City Datum, lying between a line 160.571 feet east of the east line of N. Columbus Drive and the west line of N. Field Boulevard and having a width of 33.00 feet north and south of the easterly extension of the center line of E. South Water Street for Illinois Central Gulf Railroad Company, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 10-1-85-1006).

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

[Drawing omitted for printing purposes.]

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of dedication for public right of way below 20.00 feet Chicago City Datum, lying between N. Columbus Drive and N. Field Boulevard and having a width of 33.00 feet north and south of the easterly extension of the center line of E. Lake Street for Illinois Central Gulf Railroad Company, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 10-1-85-1007).

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

[Drawing omitted for printing purposes.]

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of dedication for N. Field Boulevard Between the south line of E. Wacker Drive and the north line of E. Randolph Street for Illinois Central Gulf Railroad Company, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 10-1-85-1003).

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

[Drawing omitted for printing purposes.]

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of dedication for Esplanade Park and E. Wacker Drive between the west line of proposed N. Field Boulevard and the west line of N. Lake Shore Drive, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 10-1-85-1002) for Illinois Central Gulf Railroad.

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

[Drawing omitted for printing purposes.]

BOARD OF LOCAL IMPROVEMENTS DIRECTED TO INSTITUTE
PROCEEDINGS FOR SPECIFIED ALLEY IMPROVEMENTS
BY SPECIAL ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred on November 20 and December 17, 1985 two proposed orders for specified alley improvements by special assessment, submitted separate reports recommending that the City Council pass said proposed orders transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

*Alley bounded by South State Street, East 121st Place,
South Michigan Avenue and East 122nd Street.*

Ordered, That the Board of Local Improvements (Commissioner of Public Works) is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, the "T" alley bounded by S. State Street, E. 121st Place, S. Michigan Avenue and E. 122nd Street.

*Alley bounded by East 115th Street, South Michigan Avenue,
South Indiana Avenue and East Kensington Avenue.*

Ordered, That the Commissioner of Public Works (Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete, by special assessment, the alley bounded by E. 115th Street, S. Michigan Avenue, S. Indiana Avenue and E. Kensington Avenue.

BOARD OF LOCAL IMPROVEMENTS DIRECTED TO REPEAL ORDINANCE
FOR SPECIFIED ALLEY IMPROVEMENTS BETWEEN
WEST 99TH STREET, WEST 100TH PLACE,
SOUTH MALTA STREET AND SOUTH
CHARLES STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed repealing ordinance:

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

SECTION 1. That the ordinance entitled "An ordinance for grading, paving and otherwise improving the roadway of the alley between W. 99th Street, W. 100th Place, S. Malta Street and S. Charles Street: in the City of Chicago" passed by the City Council of the City of Chicago on the 15th day of May, A.D. 1985, (C. J. page 16344) and in force from and after the date of its passage, be and the same hereby is repealed.

SECTION 2. That said ordinance shall be in full force and affect from and after the date of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS BY SPECIAL ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred twenty-nine proposed ordinances recommended by the Board of Local Improvements for alley improvements, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith.

On separate motions made by Alderman Majerczyk, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following are descriptive summaries of the said improvement ordinances as passed:

*Alleys between West Gregory Street, West Catalpa Avenue,
North Oriole Avenue and North Overhill Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West Gregory Street, West Catalpa Avenue, North Oriole Avenue and North Overhill Avenue.

*Alleys between West Albion Avenue, North Onarga Avenue,
North Harlem Avenue and North Oconto Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West Albion Avenue, North Onarga Avenue, North Harlem Avenue and North Oconto Avenue.

*Alleys between West Leland Avenue, C.T.A. Right-of-way,
North Albany Avenue and North Kedzie Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West Leland Avenue, C.T.A. Right-of-way, North Albany Avenue and North Kedzie Avenue: also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West Leland Avenue to the south line of West Leland Avenue: also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of North Albany Avenue to the west line of North Albany Avenue.

*Alleys between West 114th Place, West 115th Street, South
Carpenter Street and South Aberdeen Street.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between West 114th Place, West 115th Street, South Carpenter Street and South Aberdeen Street.

*Alleys between West 104th Street, West 105th Street, South
Halsted Street and South Green Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between West 104th Street, West 105th Street, South Halsted Street and South Green Street; also that part of the roadway from a line parallel with and twenty-five (25) feet south of the north line of West 105th Street to the north line of West 105th Street.

*Alleys between West 104th Street, West 105th Street, South
Green Street and South Peoria Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between West 104th Street, West 105th Street, South Green Street and South Peoria Street; also that part of the roadway from a line parallel with and twenty-five (25) feet south of the north line of West 105th Street to the north line of West 105th Street.

*Alleys between West 53rd Street, Indiana Harbor Belt
Railroad, South Kilpatrick Avenue and South
Keating Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between West 53rd Street, Indiana Harbor Belt Railroad, South Kilpatrick Avenue and South Keating Avenue; also that part of the east-west roadway from a line parallel with and eighteen (18) feet east of the west line of South Kilpatrick Avenue to the west line of South Kilpatrick Avenue; also that part of the east-west roadway from a line parallel with and eighteen (18) feet west of the east line of South Keating Avenue to the east line of South Keating Avenue.

*Alleys between West 51st Street, South Archer Avenue,
South Keating Avenue and South Cicero Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between West 51st Street, South Archer Avenue, South Keating Avenue and South Cicero Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 51st Street to the south line of W. 51st Street.

*Alleys between East 100th Place, East 101st Street,
South Michigan Avenue and South State Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between East 100th Place, East 101st Street, South Michigan Avenue and South State Street.

*Alleys between West 89th Street, West 90th Street, Chicago
and Western Indiana Railroad and South Eggleston
Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadway of the alleys between West 89th Street, West 90th Street, Chicago and Western Indiana Railroad and South Eggleston Avenue.

*Alleys between West 85th Street, West 86th Street, South
Seeley Avenue and South Hoyne Avenue.*

An ordinance for grading and paving the roadways of the alleys between West 85th Street, West 86th Street, South Seeley Avenue and South Hoyne Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 85th Street to the south line of West 85th Street; also that part of the northwesterly-southeasterly roadway from a line parallel with and twenty-one (21) feet southeasterly of the north line of West 86th Street to the north line of West 86th Street; excepting therefrom that part of the northwesterly-southeasterly alley from the west line of the north and south alley produced south to the east line of South Hoyne Avenue.

*Alleys between West 84th Street, West 85th Street, South
Kenneth Avenue and South Kilbourn Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between West 84th Street, West 85th Street, South Kenneth Avenue and South Kilbourn Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 84th Street to the south line of West 84th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 85th Street to the north line of West 85th Street.

*Alleys between West 82nd Street, West 83rd Street, South
Washtenaw Avenue and South Fairfield Avenue.*

- An ordinance for constructing tile pipe sewer with new concrete catchbasin complete -- grading, paving and otherwise improving the roadways of the alleys between West 82nd Street, West 83rd Street, South Washtenaw Avenue and South Fairfield Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Washtenaw Avenue to the west line of South Washtenaw Avenue.

Alleys between West 81st Street, West 82nd Street, South Wood Street and South Honore Street.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between West 81st Street, West 82nd Street, South Wood Street and South Honore Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 81st Street to the south line of West 81st Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 82nd Street to the north line of West 82nd Street.

Alleys between West 80th Street, West 80th Place, South Damen Avenue and South Hoyne Avenue.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West 80th Street, West 80th Place, South Damen Avenue and South Hoyne Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 80th Street to the south line of West 80th Street.

Alleys between West 79th Street, West 80th Street, South Winchester Avenue and South Damen Avenue.

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West 79th Street, West 80th Street, South Winchester Avenue and South Damen Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 80th Street to the north line of West 80th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Winchester Avenue to the west line of South Winchester Avenue.

Alleys between West 72nd Street, West 73rd Street, South Bell Avenue and South Oakley Avenue.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West 72nd Street, West 73rd Street, South Bell Avenue and South Oakley Avenue.

*Alleys between West 69th Place, West 70th Street, South
Hoyne Avenue and South Hamilton Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West 69th Place, West 70th Street, South Hoyne Avenue and South Hamilton Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet east of the west line of South Hoyne Avenue to the west line of South Hoyne Avenue.

*Alleys between West 69th Street, West 70th Street,
South Wood Street and South Honore Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West 69th Street, West 70th Street, South Wood Street and South Honore Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Honore Street to the east line of South Honore Street.

*Alleys between West 61st Street, West 62nd Street, South
Keating Avenue and South Cicero Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West 61st Street, West 62nd Street, South Keating Avenue and South Cicero Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 62nd Street to the north line of West 62nd Street.

*Alleys between West 125th Place, West 126th Street,
South Eggleston Avenue and Pennsylvania
Railroad.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West 125th Place, West 126th Street, South Eggleston Avenue and Pennsylvania Railroad; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 125th Place to the south line of West 125th Place; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 126th Street to the north line of West 126th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Eggleston Avenue to the west line of South Eggleston Avenue.

*Alleys between West 122nd Street, West 123rd Street,
South Wentworth Avenue and South Yale Avenue.*

An ordinance for grading and paving the roadway of the alley between West 122nd Street, West 123rd Street, South Wentworth Avenue and South Yale Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 122nd Street to the south line of West 122nd Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 123rd Street to the north line of West 123rd Street.

*Alleys between West 119th Street, West 120th Street,
South Perry Avenue and South LaSalle Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between West 119th Street, West 120th Street, South Perry Avenue and South LaSalle Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 120th Street to the north line of West 120th Street.

*Alleys between West 113th Street, West 114th Street,
South Union Avenue and South Emerald Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between West 113th Street, West 114th Street, South Union Avenue and South Emerald Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 113th Street to the south line of West 113th Street.

*Alleys between East 105th Street, East 106th Street,
South Prairie Avenue and South Indiana Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between East 105th Street, East 106th Street, South Prairie Avenue and South Indiana Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of East 106th Street to the north line of East 106th Street.

*Alleys between East 104th Place, East 105th Street,
South Corliss Avenue and South Cottage
Grove Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between East 104th Place, East 105th Street, South Corliss Avenue and South Cottage Grove Avenue; also that part of the first northeasterly-southwesterly alley easterly of South Cottage Grove Avenue from a line parallel with and eighteen (18) feet south of the north line of East 105th Street to the north line of East 105th Street.

*Alleys between East 85th Place, East 86th Street, South
Stony Island Avenue and South Blackstone Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between East 85th Place, East 86th Street, South Stony Island Avenue and South Blackstone Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of East 86th Street to the north line of East 86th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Blackstone Avenue to the east line of South Blackstone Avenue.

*Alleys between East 83rd Street, East 84th Street,
South Phillips Avenue and South Yates
Boulevard.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between East 83rd Street, East 84th Street, South Phillips Avenue and South Yates Boulevard.

*Alleys between East 71st Street, East 71st Place, Illinois
Central Railroad and South Woodlawn Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between East 71st Street, East 71st Place, Illinois Central R.R. and South Woodlawn Avenue; also that part of the roadway from a line parallel with and fifteen (15) feet south of the north line of East 71st Place to the north line of East 71st Place; also that part of the roadway from a line parallel with and sixteen (16) feet west of the east line of South Woodlawn Avenue to the east line of South Woodlawn Avenue.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
MARZULLO (25th Ward)	West Cermak Road (south side) from a point 120 feet east of South Hoyne Avenue to a point 25 feet east thereof;
SANTIAGO (31st Ward)	West Armitage Avenue at 3252 -- 9:00 A.M. to 9:00 P.M. -- Mondays through Saturdays;

Alderman

Public Way

West Armitage Avenue at 3300 -- 9:00 A.M. to 9:00 P.M. -- Mondays through Saturdays;

West Armitage Avenue at 3421 -- 9:00 A.M. to 7:00 P.M. -- Mondays through Saturdays;

GABINSKI (32nd Ward)

West Grand Avenue at 1103 -- 8:00 A.M. to 5:00 P.M. -- Mondays through Sundays.

NATARUS (42nd Ward)

West Kinzie Street at 120 -- 7:00 A.M. to 6:00 P.M. -- Mondays through Saturdays.

Referred -- ONE-WAY TRAFFIC RESTRICTION ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way

SHEAHAN (19th Ward)

South Maplewood Avenue from West 116th Street to West 115th Street -- northerly;

KRYSTYNIAK (23rd Ward)

First alley north of South Archer Avenue from "T" alley east of South Long Avenue to South Lorel Avenue -- easterly.

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST KINZIE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to discontinue the one-way traffic restriction on West Kinzie Street from North Dearborn Street to North LaSalle Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF PARKING METERS ON PORTION OF WEST KINZIE STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of parking meters on the north side of West Kinzie Street from North Clark Street to North LaSalle Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXTENSION OF PARKING METER AREA 266 TO
INCLUDE PORTION OF SOUTH HOYNE AVENUE.

Alderman Sheahan (19th Ward) presented a proposed order to extend previously established parking meter area 266 to include both sides of South Hoyne Avenue from West 95th Street to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER 4079 LOCATED
AT 410 WEST DIVERSEY AVENUE.

Alderman Hansen (44th Ward) presented a proposed order for the removal of parking meter 4079 in front of 410 West Diversey Avenue (alongside of driveway at Stone Medical Center), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING LIMITATIONS
ON PORTION OF SOUTH HOYNE AVENUE.

Alderman Sheahan (19th Ward) presented two proposed ordinances to discontinue the parking limitation on the east side of South Hoyne Avenue from a point 50 feet south of West 95th Street to a point 75 feet south thereof, one hour from 8:00 A.M. to 6:00 P.M. except Sundays and holidays, and west side of South Hoyne Avenue from a point 20 feet south of West 95th Street to a point 80 feet south thereof, one hour from 8:00 A.M. to 6:00 P.M. except Sundays and holidays, which were *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
HUTCHINSON (9th Ward)	South Rhodes Avenue at 10554 (except for handicapped);

Alderman	Location and Distance
<i>MAJERCZYK</i> (12th Ward)	South Honore Street at 3716 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Kilpatrick Avenue at 6335 (except for handicapped); South Tripp Avenue (west side) at 6148 (except for handicapped);
<i>BRADY</i> (15th Ward)	South Artesian Avenue at 6518 (except for handicapped); South Maplewood Avenue at 7448 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Sangamon Street at 7536 (except for handicapped);
<i>SHEAHAN</i> (19th Ward)	South Homan Avenue (west side) at 11142 (except for handicapped);
<i>SHERMAN</i> (21st Ward)	South LaSalle Street at 9637 (except for handicapped);
<i>HENRY</i> (24th Ward)	West 18th Street at 4220 from the east side of the driveway to the front of the Church;
<i>MARZULLO</i> (25th Ward)	West 21st Place at 1735 (except for handicapped); West 21st Place at 2003 (except for handicapped);
<i>NARDULLI</i> (26th Ward)	West Thomas Street at 1521 (except for handicapped);
<i>SMITH</i> (28th Ward)	North Harding Avenue at 837 (except for handicapped); North Lawndale Avenue at 951 (except for handicapped);
<i>SANTIAGO</i> (31st Ward)	West Armitage Avenue at 3619;
<i>GABINSKI</i> (32nd Ward)	North Greenvew Avenue at 1510 (except for handicapped);

Alderman	Location and Distance
<i>KOTLARZ</i> for <i>MELL</i> (33rd Ward)	North Campbell Avenue at 211 (except for handicapped); North Milwaukee Avenue at 2529 (at driveway);
<i>BANKS</i> (36th Ward)	North Marmora Avenue at 2918 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Drake Avenue at 5885 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	West Bryn Mawr Avenue (north side) from 2444 west to North Campbell Avenue; West Summerdale Avenue (north side) at 2846 (except for handicapped);
<i>HANSEN</i> (44th Ward)	West Belmont Avenue (north side) at the rear of 3200 North Lake Shore Drive; North Seminary Avenue alongside of 1101 West Wolfram Street on the north side of alley at end of garage apron;
<i>SCHULTER</i> (47th Ward)	North Hamilton Avenue at 4411 (at either side of driveway);
<i>VOLINI</i> (48th Ward)	West Leland Avenue (north side) at 836.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF SOUTH MILLARD AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles on the east side of South Millard Avenue from West 52nd Street to West 53rd Street from 8:00 A.M. to 5:00 P.M. on Mondays through Fridays, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
ROTI (1st Ward)	South Bowler Street between West Polk Street and South Leavitt Street; South Leavitt Street between West Polk Street and West Taylor Street; South Bell Avenue between West Polk Street and West Leavitt Street; South Claremont Avenue between West Flournoy Street and West Grenshaw Street; West Grenshaw Street between South Western Avenue and South Oakley Boulevard;
KRYSTYNIAK (23rd Ward)	South Ridgeway Avenue (west side) from West 55th Street to the first alley north thereof; West Castlewood Terrace (both sides) from North Marine Drive to North Sheridan Road.

Referred -- SPEED LIMITATION ON PORTION OF SOUTH TORRENCE AVENUE.

Alderman Kotlarz, for Alderman Vrdolyak (10th Ward), presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on South Torrence Avenue from East 103rd Street to East 106th Street, 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 and Distance
<i>MAJERCZYK</i> (12th Ward)	South Sacramento Avenue (west side) from West 41st Place to West 42nd Street -- at all times;
<i>OBERMAN</i> (43rd Ward)	North Halsted Street from 2009 to 2021 (at either side of the driveway) -- at all times; North Sedgwick Street at 1801 (at either side of driveway) -- at all times;
<i>HANSEN</i> (44th Ward)	West Diversey Avenue (north side) at 410 -- at driveway for bus carrying handicapped people -- 9:00 A.M. to 6:00 P.M. -- Mondays through Saturdays.

Referred -- DISCONTINUANCE OF TOW AWAY ZONE ON
WEST KINZIE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to discontinue the tow away zone on the north side of West Kinzie Street from North Clark Street to North LaSalle Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS.

The alderman named below presented two 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
<i>EVANS</i> (4th Ward)	East 53rd Street and South Dorchester Avenue, controlling traffic going east and west on 53rd Street; East 53rd Street and South Blackstone Avenue, controlling traffic going east and west on 53rd Street.

Referred -- PROPOSED STUDY REGARDING INSTALLATION
OF AUTOMATIC TRAFFIC CONTROL SIGNALS.

Alderman Krystyniak (23rd Ward) presented a proposed order to study the feasibility of erecting automatic traffic control signals at the intersection of West 61st Street and South Narragansett Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
EVANS (4th Ward)	East 51st Street and South Cornell Avenue -- "Stop";
KOTLARZ for VRDOLYAK (10th Ward)	South Torrence Avenue at East 105th Street -- "Stop";
BURKE (14th Ward)	West 53rd Street and South Richmond Street -- "3-Way Stop";
LANGFORD (16th Ward)	South Lowe Avenue at West 65th Street - -- "Stop";
KELLAM (18th Ward)	South Karlov Avenue at West 86th Street -- "Stop"; West 79th Street at South Hoyne Avenue -- "Stop";
SHEAHAN (19th Ward)	South Talman Avenue from 107th Place to 103rd Street -- "Slow- Children"; West 107th Street and South Campbell Avenue -- "2-Way Stop"; West 107th Street and South Rockwell Street -- "2-Way Stop";
KELLEY (20th Ward)	East 64th Street and South Blackstone Avenue -- "4-Way Stop";
KRYSTYNIAK (23rd Ward)	Entrances to the north-south and east-west alleys bounded by West 63rd Street, West 63rd Place, South Austin Avenue

Alderman	Location and Type of Sign
	and South Meade Avenue -- "Thru Traffic Prohibited";
BANKS (36th Ward)	West School Street at North Osceola Avenue -- "Stop";
CULLERTON (38th Ward)	West Berteau Avenue and North Melvina Avenue -- "Stop"; West Byron Street at North Newland Avenue -- "Stop";
PUCINSKI (41st Ward)	North Navarre Avenue and North Neola Avenue -- "Stop";
HANSEN (44th Ward)	West Roscoe Street and North Seminary Avenue -- "Stop";
STONE (50th Ward)	North Hamilton Avenue at West Hood Avenue -- "Stop"; West Rosemont Avenue and North Albany Avenue -- "Stop".

Referred -- REMOVAL OF HANDICAPPED PARKING SIGNS.

Alderman Huels (11th Ward) presented a proposed order to remove handicapped parking signs in front of 2952 South Farrell Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREA.

Alderman Gabinski (32nd Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 5-H bounded by

West Armitage Avenue; a line 72 feet east of the alley next east of North Leavitt Street; the alley next south of West Armitage Avenue; and a line 24 feet east of the alley next east of North Leavitt Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented seventy-five 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>ROTI</i> (1st Ward)	155 Harbor Drive Condominium Association;
	The 400 Condominium Association;
<i>EVANS</i> (4th Ward)	Powhaton Building Corporation;
	Dorchester Court Condominium Association;
	Tudor Gables Building Corporation;
<i>MADRZYK</i> (13th Ward)	Courtyard Condominium Association;
	Kings Court Condominium Association;
	Springfield Court Condominium Association;
	Appleway Condominium Association;
<i>SHEAHAN</i> (19th Ward)	Academy Townhomes Association;
	Academy Hall Apartments (2);
	Mrs. Patricia Wosniak;
<i>KRYSTYNIAK</i> (23rd Ward)	6616 West 64th Place Corporation;
	6704 West 64th Place Corporation;
	6654 West 64th Place Corporation;

Alderman

Claimant

6646 West 64th Place Corporation;

GABINSKI (32nd Ward)

Annie Washington;

MELL (33rd Ward)

Hector Ramos;

Geraldo Tores;

KOTLARZ (35th Ward)

Carlos A. Lastor;

Theresa Thara;

BANKS (36th Ward)Nottingham Manor Condominium
Association;*PUCINSKI* (41st Ward)Norwood Point Condominium
Association;

L'Avenir Condominium Association;

Northwest Terrace No. 1
Condominium Association;Northwest Terrace No. 2 Condominium
Association;

Kathleen Condominium Association;

Gregory Court Condominium
Association;*NATARUS* (42nd Ward)

1150 Condominium Association;

900-910 Lake Shore Drive Condominium
Association;

Mr. Clifford Josefik;

OBERMAN (43rd Ward)Hampden Tower Condominium
Association;2629 North Hampden Court
Condominium Association;

Ogden Park Place Owner's Association;

Alderman

Claimant

2016 North Cleveland Condominium
Association;

Vedado Condominium Association;

Lincoln Park Tower Condominium
Association;

515 West Wrightwood Condominium
Association;

2230 North Orchard Condominium
Association;

North Park Tower Cooperative;

Americana Towers Condominium
Association;

MC LAUGHLIN (45th Ward)

Higgins Court Condominiums;

SCHULTER (47th Ward)

Saxony Court Condominium
Association;

Paulina Terrace Condominium
Association;

River's Edge Condominium Association;

4414-4416 North Ashland Condominium
Association;

VOLINI (48th Ward)

Beach Point Tower Condominium
Association;

Thorndale Condominium Association;

ORR (49th Ward)

Point Loma Condominium
Association Incorporated;

Glenwood Homes Condominium
Association;

Lake Manor Apartment Building
Corporation;

Alderman

Claimant

Newgard Square Condominium
Association;

7227 North Ridge Condominium
Association;

7120 North Sheridan Road
Condominium Association;

Newgard Condominium Association;

1054-1056 West North Shore
Condominium Association;

North Shore Avenue Condominium
Association;

Pratt Shore Condominium Association;

Columbia Estates Condominium
Association;

1330 West Fargo Condominium
Association;

1950 West Fargo Condominium
Association;

Farwell Beach Condominium
Association;

Glenwood Condominium and Health
Club;

6546-6548 North Glenwood
Condominium Association;

Granville Syndicate;

Jarvis Court Condominium Association;

Farwell Estates Condominium
Association;

STONE (50th Ward)

Winston Towers No. 5 Condominium
Association;

Alderman

Claimant

Rosemont Apartments Condominium
Association;

7518 North Ridge Building Corporation:

7312-7314 North Ridge Condominium
Association;

Stone Terrace Condominium
Association;

Winston Towers No. 3 Condominium
Association;

Ivy Court Condominium;

2227-2229 West Farwell Condominium
Association;

Winston Towers No. 2 Condominium
Association;

Winston Towers No. 1 Condominium
Association;

Indian Boundary Court Condominium:

2041-2043 West Farwell Condominium
Association.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- PORTION OF SOUTH MORGAN STREET
CLOSED TO TRAFFIC.

Alderman Roti (1st Ward) presented a proposed order to close to traffic portion of South Morgan Street between West Harrison Street and West Vernon Park Place, which was *Referred to the Committee on Traffic Control and Safety.*

Presented by

**ALDERMAN ROTI (1st Ward) and ALDERMAN
MARZULLO (25th Ward):**

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 106 feet of the north-south 10-foot public alley in the block bounded by West 17th Place, West 18th Street, South Halsted Street, and South Union Avenue for John Podmajersky (No. 21-1-86- 1028); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti 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 Roti, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN RUSH (2nd Ward) and OTHERS:

Referred -- POLICE AREA HEADQUARTERS LOCATED AT
5101 SOUTH WENTWORTH AVENUE NAMED "LEMON
WORKS, JR. POLICE AREA HEADQUARTERS
BUILDING".

A proposed ordinance, presented by Aldermen Rush, Kelley, Evans, Tillman, Sawyer, Roti and Bloom, to name the Chicago Police Area Headquarters Building located at 5101 South Wentworth Avenue as the "Lemon Works, Jr. Police Area Headquarters Building", which was *Referred to the Committee on Police and Fire.*

Presented by

ALDERMAN SAWYER (6th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 1316-1318 West 63rd Street (building in the rear) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 1316-1318 West 63rd Street (building in the rear) is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

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

On motion of Alderman Sawyer, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Presented by

ALDERMAN HUTCHINSON (9th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 11900 South State Street (abandoned Shell Service Station), is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 11900 South State Street (abandoned Shell Service Station), is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

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

On motion of Alderman Hutchinson, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Referred -- CHICAGO ENGINEERING DEPARTMENT URGED
TO PREPARE DESIGNS FOR WORK ON SPECIFIED
"WORKS PROGRESS ADMINISTRATION"
PROJECT ON PORTION OF
SOUTH WALLACE
STREET.

Also, a proposed resolution urging the City of Chicago Engineering Department to prepare engineering designs for work to be commenced on South Wallace Street between West 125th and West 127th Streets for community improvement ("Works Progress Administration" project), which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MS. MARY FITZPATRICK AND MS.
TERRY FITZPATRICK.

A proposed resolution reading as follows:

WHEREAS, On January 9, 1986, there had been a tragic fire that had taken the lives of two sisters, Mary and Terry Fitzpatrick, at their home, located at 4551 South Wallace Street; and

WHEREAS, Although many police officers and firefighters had made courageous attempts to save the lives of these two young girls, the incredibly thick smoke was too overpowering to reach the girls; and

WHEREAS, Their mother, Mrs. Patricia Fitzpatrick, had been able to be saved along with two of her other children, Matthew and Patrick, by the help of Police Officers Steven Kurtovich and Maureen Nelligan who had seen the house burning on a routine patrol; and

WHEREAS, Mary and Terry Fitzpatrick were students at Beasley School and along with their family were parishioners at St. Gabriel Parish, located in the 11th Ward of the City of Chicago; and

WHEREAS, Mary and Terry Fitzpatrick were loved by many family members and friends who will miss them as they had touched the lives of many; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council, gathered on this 16th day of January in 1986, do hereby mourn the deaths of Mary and Terry Fitzpatrick, and that we extend our deepest sympathy to their family, George and Patricia Fitzpatrick and their children Matthew and Patrick; and

Be It Further Resolved, That a copy of this resolution be made available for the family of Mary and Terry Fitzpatrick.

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

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

CHICAGO POLICE OFFICERS STEVEN KURTOVICH AND
MAUREEN NELLIGAN HONORED FOR THEIR
COURAGEOUS EFFORTS.

Also, a proposed resolution reading as follows:

WHEREAS, On January 9, 1986, there had been a tragic fire that had taken the lives of two sisters, Mary and Terry Fitzpatrick, at their home located at 4551 South Wallace Street located in the 11th Ward; and

WHEREAS, Ninth District Police Officers Steven Kurtovich and Maureen Nelligan were patrolling the Canaryville Community when they had seen the house in flames and had seen Mrs. Patricia Fitzpatrick calling for help as the house burned; and

WHEREAS, Without any regard for their own personal well-being, the police officers had fought their way through the thick smoke in an attempt to save the lives of the youngsters that were in the building; and

WHEREAS, Through their valiant efforts, they had taken the proper precautions and were able to save the lives of Mrs. Fitzpatrick and two of her children, Matthew and Patrick; and

WHEREAS, Officers Kurtovich and Nelligan had displayed their fearless actions which have demonstrated their total commitment to the people of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago gathered on this 16th day of January in 1986, do hereby honor Police Officers Steven Kurtovich and Maureen Nelligan for their courageous efforts; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Police Officers Steven Kurtovich and Maureen Nelligan.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

COMMENDATIONS EXTENDED TO MR. MARIO COGLIANESE FOR
HIS COURAGEOUS ACTIONS.

Also, a proposed resolution reading as follows:

WHEREAS, On Friday December 6, 1985, 11th Ward resident Mario Coglianesse had come to the rescue of a Chicago citizen as he was being assaulted and robbed near the Chicago Stadium; and

WHEREAS, Upon seeing victim Robert E. Hamilton being assaulted, Mario Coglianesse, without regard for his own physical well-being, had intervened in the incident and had caused the offenders to flee; and

WHEREAS, Mario Coglianesse had then assisted the victim in reporting the incident to the police and helping him to continue to his destination; and

WHEREAS, Mario Coglianesse had displayed his brave and courageous efforts by coming to the aid of someone in need; and

WHEREAS, Mario Coglianesse has taken the time to become involved to help keep Chicago a safer place to live; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered on this 16th day of January in 1986, do hereby commend the courageous actions taken by Mario Coglianese, and that we honor him for his valiant efforts in helping the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mario Coglianese.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- TRANSFER OF FUNDS FROM COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS TO
DEPARTMENT OF PUBLIC WORKS.

Also, a proposed ordinance to transfer funds from the salvage Community Development Block Grant funds to the Department of Public Works for the identification of a new public library site within the Canaryville Community, which was *Referred to the Committee on Finance*.

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 3M National Advertising Company to erect a sign/signboard at 3210 South Wolcott Street for Be-Mac Transport Company, Incorporated, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN LANGFORD (16th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION FOR OPERATION OF
SPECIFIED NEWSPAPER STAND.

A proposed order requesting the Commissioner of Public Works to grant permission to Earl Johnson, Jr. for the operation of a newspaper stand on the southeast corner of West 67th Street and South Ashland Avenue on a daily basis, in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN STREETER (17th Ward):

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEES
BY SUNDRY CHARITABLE INSTITUTIONS IN
COMPLIANCE WITH CHICAGO
MUNICIPAL CODE.

Four proposed ordinances requiring the charitable institutions listed below to pay a ten dollar license fee for the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which were *Referred to the Committee on Finance*, as follows:

New Friendship Baptist Church;

Pleasant Hill Missionary Baptist Church;

The Nation of Islam; and

True Temple of Solomon.

Presented by

ALDERMAN KELLAM (18th Ward):

Referred -- ISSUANCE OF VOUCHER FROM 1986 ANNUAL
APPROPRIATION ORDINANCE FOR SPECIFIED
COMMUNITY DEVELOPMENT PROJECT.

A proposed order for the issuance of a voucher from the 1986 Annual Appropriation Ordinance for the Wrightwood Improvement Association to administer technical assistant to business area groups, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred -- IMPROVEMENT OF PORTION OF WEST 109TH
PLACE BY CONSTRUCTING NEW STREET AND CURB
ATTACHED SIDEWALK.

A proposed order to improve both sides of West 109th Place from South Springfield Avenue to South Hamlin Avenue by constructing new street and curb attached sidewalk, which was *Referred to the Committee on Streets and Alleys.*

Referred -- STATE AND CITY OFFICIALS URGED TO BRING
"SURVIVE ALIVE HOUSE" FIRE-SAFETY PROGRAM
TO CITY.

Also, a proposed resolution urging Chicago political representatives, Illinois political representatives, community groups, and educational groups to work in a concerted effort to bring a "Survive Alive House" program (fire-safety program for children) to the City of Chicago, which was *Referred to the Committee on Police and Fire.*

Presented by

**ALDERMAN SHEAHAN (19th Ward) and ALDERMAN SHERMAN
(21st Ward):**

Referred -- EXPENDITURE OF CERTAIN COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR
STREET RESURFACING AND IMPROVEMENT
ON PORTION OF WEST 95TH
STREET.

A proposed resolution to expend certain salvage Community Development Block Grant funds for street resurfacing, repair and beautifications on West 95th Street from South State Street to South Western Avenue, which was *Referred to the Committee on Finance.*

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

Referred -- CHICAGO PARK DISTRICT ENCOURAGED TO
KEEP GATELY STADIUM OPEN.

A proposed resolution, presented by Aldermen Sheahan, Humes, Sherman, Huels, Schuler, Hutchinson, Vrdolyak, Krystyniak, Kellam and Brady, to encourage the Chicago Park District to keep Gately Stadium open, which was *Referred to the Committee on Finance.*

Presented by

ALDERMAN KELLEY (20th Ward):

CONGRATULATIONS EXTENDED TO MRS. MARGARET
WHITFIELD ON HER SELECTION AS "MS.
ILLINOIS SENIOR CITIZEN,
1985".

A proposed resolution reading as follows:

WHEREAS, On November 10, 1985, Mrs. Margaret Whitfield was selected Ms. Illinois Senior Citizen, 1985, thus becoming the first black woman and the first Chicagoan to win this prestigious title; and

WHEREAS, Mrs. Whitfield has been a long-time resident of the 20th Ward where she has been an active community leader having served as the President of the Martin Luther King, Jr. Block Club which won the City of Chicago Block Beautiful Award in 1970; and

WHEREAS, Margaret Whitfield has contributed her expertise as a travel agent to arrange tours all over the world for senior citizens and students for the last 15 years; and

WHEREAS, Mrs. Whitfield hopes to inspire all senior citizens during her reign as Ms. Illinois Senior Citizen as she works to promote usefulness and vitality of senior citizens; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council in meeting assembled this 16th day of January 1986, A.D., that we do hereby congratulate Margaret Whitfield, her husband, Thomas and her two sons on her selection as Ms. Illinois Senior Citizen, 1985; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Margaret Whitfield.

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

On motion of Alderman Kelley the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN SHERMAN (21st Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO GRANT PERMISSION FOR OPERATION OF
SPECIFIED NEWSPAPER STAND.

A proposed order requesting the Commissioner of Public Works to grant permission to Dorothy Hill for the operation of a newspaper stand on the southeast corner of West 87th Street and South Racine Avenue on a daily basis, in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTERS
AT SPECIFIED INTERSECTION.

A proposed order for the installation of bus passenger shelters on the northeast, northwest, southeast and southwest corners of South Archer and South Cicero Avenues, which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN HENRY (24th Ward):

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEE BY
MOUNT HEBRON METHODIST BAPTIST CHURCH IN
COMPLIANCE WITH CHICAGO MUNICIPAL CODE.

A proposed ordinance requiring Mount Hebron Methodist Baptist Church to pay a ten dollar license fee for the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN MARZULLO (25th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 1657 South Miller Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 1657 South Miller Street is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

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

On motion of Alderman Marzullo, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Presented by

**ALDERMAN D. DAVIS (29th Ward) and
ALDERMAN SANTIAGO (31st Ward):**

Referred -- CITY COUNCIL URGED TO OPPOSE SIMPSON-
RODINO IMMIGRATION LEGISLATION CURRENTLY
PENDING IN UNITED STATES CONGRESS.

A proposed resolution urging opposition to the Simpson-Rodino immigration legislation (S-1200 and HR-3080) currently pending before the United States Congress proposing to reform the federal immigration laws, which was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEE BY
NORWEGIAN AMERICAN HOSPITAL IN COMPLIANCE
WITH CHICAGO MUNICIPAL CODE.

A proposed ordinance requiring Norwegian American Hospital to pay a ten dollar license fee for the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
132 CONCERNING GROSS RECEIPT EXEMPTIONS.

A proposed ordinance to amend Chapter 132, Sections 132-3, 132-16 and 132-30 to include senior citizen exemption language within the discussion of the term "gross receipt", which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN BANKS (36th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. CARL
GIOIA ON OCCASION OF THEIR GOLDEN
WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Carl Gioia were joined in matrimony February 22, 1936, and thus are about to celebrate fifty golden years of wedded bliss; and

WHEREAS, Dorothy and Carl Gioia were born in Chicago and have lived on the City's great northwest side most of their married lives; and

WHEREAS, Long known and respected in their community, Dorothy and Carl Gioia also represent the solidity and warmth of family life: they have a daughter, Judith, and two sons, Thomas and Michael; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, do hereby offer our heartiest congratulations to Mr. and Mrs. Carl Gioia as they celebrate their golden wedding anniversary, and extend our best wishes to this fine couple and their family for many more years of happiness and prosperity together; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Carl Gioia.

Alderman Banks 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 Banks, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO MR. BRIAN CHILDERS ON
ACHIEVING RANK OF EAGLE SCOUT.

A proposed resolution reading as follows:

WHEREAS, Brian Childers, outstanding young member of St. Priscilla's Boy Scout Troop 803, Chicago Area Council Prairie Trails District, is being elevated to the rank of Eagle Scout at a special ceremony to be held February 8, 1986; and

WHEREAS, Brian Childers represents the forward-looking, forward-moving youth in whom the leaders of our great City of Chicago place so much pride and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, do hereby congratulate Brian Childers on achieving scouting's highest honor, the rank of Eagle Scout, and extend to this fine young citizen our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Brian Childers.

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

On motion of Alderman Cullerton, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO MR. MICHAEL FINNERTY ON
ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Michael Finnerty, outstanding young member of St. Priscilla's Boy Scout Troop 803, Chicago Area Council Prairie Trails District, is being elevated to the rank of Eagle Scout at a special ceremony to be held February 8, 1986; and

WHEREAS, Michael Finnerty represents the forward-looking, forward-moving youth in whom the leaders of our great City of Chicago place so much pride and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, do hereby congratulate Michael Finnerty on achieving scouting's highest honor, the rank of Eagle Scout, and extend to this fine young citizen our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Finnerty.

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

On motion of Alderman Cullerton, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO MR. JOSEPH KALE ON
ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Joseph Kale, outstanding young member of St. Priscilla's Boy Scout Troop 803, Chicago Area Council Prairie Trails District, is being elevated to the rank of Eagle Scout at a special ceremony to be held February 8, 1986; and

WHEREAS, Joseph Kale represents the forward-looking, forward-moving youth in whom the leaders of our great City of Chicago place so much pride and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, do hereby congratulate Joseph Kale on achieving scouting's highest honor, the rank of Eagle Scout, and extend to this fine young citizen our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph Kale.

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

On motion of Alderman Cullerton, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO MR. ALBERT OPITZ ON
ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Albert Opitz, outstanding young member of St. Priscilla's Boy Scout Troop 803, Chicago Area Council Prairie Trails District, is being elevated to the rank of Eagle Scout at a special ceremony to be held February 8, 1986; and

WHEREAS, Albert Opitz represents the forward-looking, forward-moving youth in whom the leaders of our great City of Chicago place so much pride and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, do hereby congratulate Albert Opitz on achieving scouting's highest honor, the rank of Eagle Scout, and extend to this fine young citizen our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Albert Opitz.

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

On motion of Alderman Cullerton, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO MR. JOHN PALOMINO ON
ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, John Palomino, outstanding young member of St. Priscilla's Boy Scout Troop 803, Chicago Area Council Prairie Trails District, is being elevated to the rank of Eagle Scout at a special ceremony to be held February 8, 1986; and

WHEREAS, John Palomino represents the forward-looking, forward-moving youth in whom the leaders of our great City of Chicago place so much pride and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, do hereby congratulate John Palomino on achieving scouting's highest honor, the rank of Eagle Scout, and extend to this fine young citizen our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Albert Opitz.

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

On motion of Alderman Cullerton, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO MR. DAVID TIRADO ON
ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, David Tirado, outstanding young member of St. Priscilla's Boy Scout Troop 803, Chicago Area Council Prairie Trails District, is being elevated to the rank of Eagle Scout at a special ceremony to be held February 8, 1986; and

WHEREAS, David Tirado represents the forward-looking, forward-moving youth in whom the leaders of our great City of Chicago place so much pride and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, do hereby congratulate David Tirado on achieving scouting's highest honor, the rank of Eagle Scout, and extend to this fine young citizen our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to David Tirado.

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

On motion of Alderman Cullerton, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred -- REPEAL OF PREVIOUSLY AUTHORIZED
SIGN/SIGNBOARD INSTALLATION.

A proposed ordinance to repeal the order passed by the City Council on August 7, 1985 (C.J.P. p. 19153) for the issuance of a sign permit to A B Signs, Incorporated for a sign/signboard at 7215 West Touhy Avenue, which was *Referred to the Committee on Zoning*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- ISSUANCE OF PERMIT TO CLOSE TO TRAFFIC
PORTION OF NORTH CLARK STREET FOR SOCK HOP.

A proposed order for the issuance of a permit to McDonald's Restaurant to close to traffic North Clark Street between West Ohio Street and West Ontario Street for the period from August 16 to August 17, 1986 for a "Sock Hop", which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
PORTION OF NORTH NURSERY STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the remaining part of the North Nursery Street lying between North Wayne Avenue and North Lakewood Avenue (No. 32- 43-85-968); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Oberman 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 Oberman, the foregoing proposed order was *Passed*.

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 72.0 feet of the east-west 16-foot public alley in the block bounded by West Belden Avenue, West Webster Avenue, North Wayne Avenue, and North Lakewood Avenue for La Salle National Bank and Trust Company, as Trustee, Trust No. 110243 (No. 32-43-85-1022); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Oberman 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 Oberman, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO MR. ROBERT C. MARSH
ON HIS OUTSTANDING CAREER.

A proposed resolution reading as follows:

WHEREAS, Two generations of the Marsh family have served education and the Arts of Chicago for more than fifty years, beginning with the late Charles L. Marsh, long a respected administrator in the Chicago Public Schools, whose one hundredth birthday was marked January 10, 1986; and

WHEREAS, His son, Robert C. Marsh, has been a resident of Chicago for the greater part of his life, received much of his education here -- Chicago Public Schools -- two degrees from Northwestern University, an Honorary Degree from the University of Chicago, and has in turn given his skills back to the City; and

WHEREAS, He has also carried his studies far beyond Chicago. He has been a Doctor of Harvard University for thirty-five years and has been a research student at the ancient universities of Oxford and Cambridge; and

WHEREAS, He has himself taught in the Chicago area at Northwestern University, the University of Illinois, the University of Chicago, and the Chicago City Junior College, training some of the most celebrated alumni of those institutions; and

WHEREAS, He has received numerous awards and fellowships in recognition of the quality of his work. Among them the Deems Taylor Award, and has brought Station WFMT a Peabody Award for his educational broadcasting. The Peabody Award is equivalent to the Pulitzer Prize in Music; and

WHEREAS, He now heads the Chicago Opera Project of the Newberry Library, preparing the first comprehensive history of opera and symphonic music in our City; and

WHEREAS, Robert C. Marsh is now celebrating his thirtieth season as music critic of the Chicago Sun-Times, continuing a tradition he has established, a positive commentary on the Arts in our City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, do hereby extend our heartiest congratulations to Robert C. Marsh, and offer to this outstanding citizen our very best wishes for many more years of surpassing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert C. Marsh.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN ORBACH (46th Ward):

**DR. PHILIP THOREK HONORED ON OCCASION OF HIS
80TH BIRTHDAY.**

A proposed resolution reading as follows:

WHEREAS, Philip Thorek, M.D., one of this great City's most learned and beloved citizens, celebrated his 80th birthday January 12, 1986; and

WHEREAS, Dr. Philip Thorek, Medical Director of the Thorek Hospital and Medical Center, 850 West Irving Park Road on Chicago's North Side, has distinguished himself as surgeon, author, filmmaker and lecturer throughout his stellar career in the world of medicine. He has just seen published the third edition of his standard classic, *Anatomy of Surgery*, a textbook found in surgeons' offices all over the world since the first edition's publication in 1951; and

WHEREAS, One of the most widely read surgeons in the nation, Dr. Phil has authored other works which are also considered standards: textbooks in the field of medicine which have saved, extended and bettered lives throughout these United States and, indeed, throughout the world as well; and

WHEREAS, Philip Thorek, M.D., F.I.C.S., F.A.C.S., is also Clinical Professor of Surgery, University of Illinois College of Medicine; Diplomate of the American Board of Surgery; former Professor of Topographic Anatomy and Clinical Surgery, Cook County Graduate School of Medicine; Member of the American Association of Anatomists; Founding Member of The American Association of Clinical Anatomists, and holds many titles and awards bestowed upon him both as surgeon and as humanitarian; and

WHEREAS, Dr. Phil's long and distinguished presence in this City is a source of great pride to the leaders and citizens of a grateful Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of January, 1986, A.D., do hereby extend our heartiest congratulations to Dr. Philip Thorek, Medical Director of Thorek Hospital and Medical Center, author, lecturer and humanitarian, on his 80th birthday celebrations, and

offer to this outstanding citizen our very best wishes for many more years of surpassing success and happiness; and

Be It Further Resolved. That a suitable copy of this resolution be presented to Dr. Philip Thorek.

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

On motion of Alderman Orbach, the foregoing proposed resolution was *Adopted*, unanimously.

Referred-- TRANSFER OF FUNDS FROM COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM TO
SPECIFIED YOUTH CRIME PREVENTION
PROGRAM.

Also, a proposed ordinance to transfer funds from the Year XI Community Development Block Grant Program to the Youth Crime Prevention Program of Uptown Center Hull House, which was *Referred to the Committee on Finance*.

Presented by

**ALDERMAN VOLINI (48th Ward) and
ALDERMAN ORBACH (46th Ward):**

Referred-- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 194A TO INCLUDE ADDITIONAL SPECIAL
USES IN SPECIFIED DISTRICTS.

A proposed ordinance to amend Chapter 194A, Articles 7.4-4 and 8.4-1 of the Chicago Municipal Code to include halfway houses and community treatment centers as special uses in R4 General Residence Districts and B1-1 to B1-5 Local Retail Districts, which was *Referred to the Joint Committee comprised of the members of the Committee on Municipal Code Revision and the members of the Committee on Zoning*.

Presented by

**ALDERMAN VOLINI (48th Ward) and
ALDERMAN ORR (49th Ward):**

Referred-- INSTALLATION OF BUSINESS AREA SIGNS AT
SPECIFIED INTERSECTIONS WITH NORTH
BROADWAY.

A proposed ordinance to install six large business area signs at the specified intersections, which was *Referred to the Committee on Streets and Alleys*, as follows:

North Broadway and West Berwyn Avenue;

North Broadway and West Hollywood Avenue;

North Broadway and West Thorndale Avenue;

North Broadway and West Norwood Avenue;

North Broadway and West Granville Avenue; and

North Broadway and West Rosemont Avenue.

Presented by

ALDERMAN ORR (49th Ward) and OTHERS:

Referred -- ENACTMENT OF NEW CHICAGO MUNICIPAL
CODE CHAPTER 202 ENTITLED "THE NUCLEAR
WEAPON FREE CHICAGO ORDINANCE".

A proposed ordinance, presented by Aldermen Orr, Hansen, Langford and Smith, to enact a new chapter within the existing Chicago Municipal Code to be known as Chapter 202 and entitled "The Nuclear Weapon Free Chicago Ordinance" to establish the City of Chicago as a nuclear weapon free zone, which was *Referred to the Committee on Economic Development*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 4 CONCERNING ALDERMANIC
CONTINGENT EXPENSE ALLOWANCE.

Also, a proposed ordinance, presented by Aldermen Orr, Volini and Bloom, to amend Chapter 4 of the Chicago Municipal Code by adding new Section 4-4 through 4-4.3 concerning individual accountability regarding the aldermanic contingent expense allowance, which was *Referred to the Committee on Finance*.

ALDERMAN STONE (50th Ward):

ILLINOIS CONGRESSIONAL DELEGATION REQUESTED TO
ENDORSE STATIONING OF COAST GUARD AIR
RESCUE AT GLENVIEW NAVAL AIR BASE.

A proposed resolution reading as follows:

WHEREAS, The Coast Guard Air Rescue for Chicago, which is stationed in Glenview, Illinois, is in danger of being moved within the very near future to Traverse City, Michigan; and

WHEREAS, During the last four weeks, the Coast Guard Air Rescue for Chicago has made five rescues in Lake Michigan, all of which could not have happened had the station been moved to Traverse City, Michigan; and

WHEREAS, The Commandant of the United States Coast Guard has recommended to the United States Department of Transportation the moving of this air rescue unit; and

WHEREAS, The flight from Glenview to the shores of Lake Michigan off the Chicago Loop is a 15-minute trip which would allow a search flight pattern of almost three hours before refueling, and a flight from Traverse City, Michigan to the shores of Lake Michigan off the Chicago Loop is more than a two hour flight, which would allow at the most a one-half hour search pattern before refueling, all of which would put lives in jeopardy; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago assembled here this 16th day of January, 1986, do hereby request the Illinois Congressional delegation to contact the United States Department of Transportation for the purpose of convincing this federal agency that the Coast Guard Air Rescue for Chicago station should remain at the Glenview Naval Air Base; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to all Illinois Congressmen.

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

On motion of Alderman Stone, the foregoing proposed resolution was *Adopted*, unanimously.

ILLINOIS GENERAL ASSEMBLY PETITIONED TO REVIEW
HANDLING OF PUBLIC HEARINGS CONDUCTED BY
CHICAGO TRANSIT AUTHORITY.

Also, a proposed resolution petitioning the Illinois General Assembly to review the existing regulations and rules of the Chicago Transit Authority governing the holding of public hearings in reference to proposed fare increases.

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

After debate, Alderman Evans moved to discharge the Committee on Transportation from further consideration of appointees to the Chicago Transit Authority and the Regional Transportation Authority and to immediately consider said appointments.

Alderman Stone moved that the foregoing motion *Lay on the Table*. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Huels, Majerczyk, Burke, Brady, Kellam, Stemberk, Krystyniak, Nardulli, Santiago, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 21.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Smith, Natarus, Volini, Orr -- 16.

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

Yeas -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Huels, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, Smith, Santiago, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Schulter, Volini, Orr, Stone -- 32.

Nays -- Alderman Tillman -- 1.

The following is said resolution as adopted:

WHEREAS, The Chicago Transit Authority effective February 9, 1986, is readjusting its fare structure and transfer regulations; and

WHEREAS, Adjustments may be, in fact, necessary, some of the adjustments would place the greatest burden upon the people who could least afford such increases, *viz.*, the increase in the adult monthly pass is a 15% increase, whereas the increase for senior citizens, students and persons on disability is a 28% increase; further, the transfer regulation which will prohibit same route riding discourages short trip use of the present system in local neighborhoods which is beneficial to senior citizens and persons on disability and also enures to the benefit of local business districts; and

WHEREAS, The Chicago Transit Authority by law is a monopoly furnishing services to the citizens of Chicago and surrounding areas; and

WHEREAS, All other utilities who are granted monopoly status have their charges subject to review by an independent commission; and

WHEREAS, Citizens have a right to appear before such commission and debate the need for increases and changes in services; in the case of the Chicago Transit Authority, the

public hearing is held by the same body requesting the change in fare and transfer regulations, and constitutes a biased hearing; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 16th day of January, 1986, do hereby recommend that the State Legislature review the enabling act creating the Chicago Transit Authority with the purpose in mind to correct this inequity.

Referred -- INVESTIGATION OF SHORTAGE OF INSTALLATION
MATERIALS FOR TRAFFIC CONTROL SIGNS.

Also, a proposed resolution urging the City Council Committee on Administration, Reorganization and Personnel to investigate the reasons for the shortage of installation materials for traffic control signs, which was *Referred to the Committee on Administration, Reorganization and Personnel*.

Presented by

**ALDERMAN STONE (50th Ward) and
ALDERMAN ROTI (1st Ward):**

TRIBUTE TO LATE HONORABLE JACK I. SPERLING.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to his eternal rest the Honorable Jack I. Sperling, who was laid to rest on January 13, 1986; and

WHEREAS, Jack I. Sperling gave devoted service to the City of Chicago and County of Cook, serving as Alderman of the 50th Ward from April, 1955 through January, 1973, and thereupon as a Judge of the Circuit Court of Cook County; and

WHEREAS, In the performance of these duties, he earned the respect of his colleagues and peers by his dedication and devotion to his office and his commitment to the people whom he represented; and

WHEREAS, Jack I. Sperling had earned the reputation of being one of the most knowledgeable Aldermen in the City Council being an eloquent and worthy debater and an innovator of legislation; and

WHEREAS, Jack I. Sperling was a devoted husband, father and grandfather, having been married for fifty years to Dorothy (nee Weiss), and loving father of Judith Ann Filler, Suzanne Schiller, and Robert Yale Sperling, and beloved grandfather of Deborah, Mark and Lisa Filler, Howard, Melissa and Alison Schiller, and Dana, Liza and Jacqueline Sperling; and

WHEREAS, Jack I. Sperling was committed to many worthy charities and neighborhood organizations, and in particular, having served as past president of the B'nai Brith Council of Greater Chicago and the West Rogers Park Lodge; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago assembled here this 16th day of January, 1986, do hereby pay tribute to a former member, who for 18 years served in this Council and went on to a distinguished career on the bench; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to his wife.

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

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

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 SAWYER (6th Ward):

Pride Community Center -- for demolition of building in rear on the premises known as 1316-1318 W. 63rd Street.

BY ALDERMAN MARZULLO (25th Ward):

El Valor, Inc. -- for remodeling existing structure on the premises known as 1850 W. 21st Street.

BY ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital -- for electrical work on the premises known as 5700 N. Ashland Avenue.

St. Phillip Evangelical Lutheran Church -- for remodeling of building adjacent to parsonage on the premises known as 2500 W. Bryn Mawr Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Field Museum of Natural History, 425 E. Field Plaza Drive.

Nicholas J. Pritzker Children's Psychiatric Unit of Michael Reese Hospital and Medical Center, 800 E. 55th Street.

St. Frances Xavier Cabrini Hospital, 811 S. Little Street.

BY ALDERMAN BLOOM (5th Ward):

Parent Cooperative for Early Learning, Incorporated, 5300 South Lake Shore Drive.

University of Chicago, sundry locations (3).

BY ALDERMAN LANGFORD (16th Ward):

The Hospital of Englewood, 6001 South Green Street.

BY ALDERMAN SHEAHAN (19th Ward):

Brandecker Rehabilitation Center, 9451 South Hoyne Avenue.

BY ALDERMAN KELLEY (20th Ward):

Woodlawn A.M.E. Church Day Care Center/Woodlawn Children and Family Services Association, 6456 South Evans Avenue.

BY ALDERMAN SMITH (28th Ward):

Fifth City Preschool, 3411 West Fifth Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

Easter Seal Society of Metropolitan Chicago, 2345 West North Avenue.

BY ALDERMAN FROST (34th Ward):

Roseland Community Hospital Association, 45 West 111th Street.

BY ALDERMAN O'CONNOR (40th Ward):

Swedish Covenant Hospital, 5145 N. California Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Family Guidance Center, Incorporated, 810 North Clark Street.

Henrotin Hospital, 111 West Oak Street.

Northwestern Memorial Hospital, Superior Street and Fairbanks Court.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Hospital, 5025 North Paulina Street.

BY ALDERMAN VOLINI (48th Ward):

The Ark, 4833 North Broadway.

United Methodist Home and Services, 1415 West Foster Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Field Museum of Natural History, 1200 South Lake Shore Drive -- elevator inspection.

Jewish Federation of Metropolitan Chicago, 1 South Franklin Street -- elevator inspection.

St. Peter Church, 108 West Madison Street -- elevator inspection.

BY ALDERMAN EVANS (4th Ward):

Hyde Park Neighborhood Club, 5480 South Kenwood Avenue -- fuel burning equipment inspection.

BY ALDERMAN BLOOM (5th Ward):

Museum of Science and Industry, East 57th Street and Lake Shore Drive -- elevator and escalator inspections.

St. Mary's Square Living Center of Chicago, Incorporated, 7270 South South Shore Drive -- boiler and fuel burning equipment, building, driveway, elevator and mechanical ventilation inspections (5).

BY ALDERMAN SAWYER (6th Ward):

Topsy Turby Nursery - Kindergarten, Incorporated, 723 East 75th Street -- mechanical ventilation inspection.

BY ALDERMAN HUELS (11th Ward):

Nativity of Our Lord Church, 653 West 37th Street -- elevator inspections.

BY ALDERMAN MADRZYK (13th Ward):

First Christian Church, 3600 West 79th Street -- boiler and fuel burning equipment inspection.

BY ALDERMAN SHEAHAN (19th Ward):

Beth Lutheran Church, 9400 South Bell Avenue -- mechanical ventilation inspection.

Washington and Jane Smith Home, 2340 West 113th Place -- mechanical ventilation inspections.

BY ALDERMAN GABINSKI (32nd Ward):

O.R.T. Resale Shop, 3325 North Lincoln Avenue -- sign inspections (2).

BY ALDERMAN KOTLARZ for ALDERMAN MELL (33rd Ward):

Armitage Baptist Church, 2451 North Kedzie Avenue -- canopy and revolving door and public place of assembly inspections (2).

Lutheran Day Nursery, 1802-1808 North Fairfield Avenue -- elevator inspection.

BY ALDERMAN KOTLARZ (35th Ward):

St. Joseph's Convent, 3901 North Ridgeway Avenue -- elevator inspections.

BY ALDERMAN BANKS (36th Ward):

Norwegian Lutheran Bethesda Home Association, 2833 North Nordica Avenue -- elevator inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Polish American Congress, 5844 North Milwaukee Avenue -- canopy and revolving door inspection.

BY ALDERMAN NATARUS (42nd Ward):

Quigley Preparatory Seminary North, 103 East Chestnut Street -- elevator inspection.

BY ALDERMAN ORBACH (46th Ward):

Japanese American Service Committee, 4427 North Clark Street -- mechanical ventilation inspection.

BY ALDERMAN VOLINI (48th Ward):

Self-Help Home for the Aged, 908 West Argyle Street -- mechanical ventilation inspection.

REFUND OF FEES:

BY ALDERMAN HUELS (11th Ward)

De La Salle High School, 3455 South Wabash Avenue -- Refund in the amount of \$4,195.00.

BY ALDERMAN LANGFORD (16th Ward):

The Hospital of Englewood, 6001 South Green Street -- Refund of 1985 license fee in the amount of \$990.00.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (April 25, 1985).

Alderman Krystyniak moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Thursday, April 25, 1985, as follows:

Page 15889 -- by inserting the words "deleting the language in brackets and" immediately after the words "amended by" appearing on the last line of the bottom of the page:

Page 15890 -- by deleting, in its entirety the eighteenth through the twenty- ninth lines from the top of the page and inserting the following in lieu thereof:

"The license fee for each vehicle shall be [50%] \$5.00 greater than the amount hereinbefore specified if the license is not purchased before July [1], 15, *unless the City Clerk determines that the failure to purchase the license was due to reasonable cause.*

If such vehicle has been purchased or lawfully acquired by the applicant on or after [December sixteenth] *March 1* of any current year, the fee to be paid shall be a sum equal to one-half of the annual license fee hereinbefore specified as a license fee for the balance of such year. Before any applicant shall be entitled to a pro-rated license as provided for in this section, the said applicant [shall] *may be required to* furnish an affidavit in form satisfactory to the City [Comptroller] *Clerk* stating that the vehicle for which the license is applied for was purchased or otherwise obtained by the applicant on or after [December sixteenth] *March 1* of the current year, and shall exhibit to the City [Comptroller] *Clerk* the bill of sale covering the vehicle for which license is sought. All applicants that do not comply with the requirements for a pro- rated license shall be subject to a full annual license fee."

The motion to correct *Prevailed*.

JOURNAL (December 11, 1985.)

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 11, 1985, as follows:

Page 23873 -- by deleting "2-Way Stop sign" appearing on the second line from the top of the page and inserting "All-Way Stop signs" in lieu thereof.

The motion *Prevailed*.

JOURNAL (December 23, 1985).

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Monday, December 23, 1985, as follows:

Pages 25482-25499 -- that the Urban Development Action Grant Redevelopment Agreement printed on the above-mentioned pages be deleted in its entirety and the following Redevelopment Agreement be inserted in lieu thereof:

*Urban Development Action Grant
Redevelopment Agreement.*

Agreement made in Chicago, Illinois, as of the _____ day of December, 1985, between the City of Chicago, Illinois (the "City"), by and through the Department of Economic Development (D.E.D.), having its offices at 20 North Clark Street, Room 2800, Chicago, Illinois 60602, and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust No. 63140, dated December 17, 1984 ("Borrower"), the sole beneficiary of which is Continental Commercial Partner, Ltd., an Illinois limited partnership, having its principal offices at 2325 East 71st Street, Chicago, Illinois 60649 ("Developer").

Witnesseth:

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 economic development in the City; and

Whereas, it is the intention of Developer to develop and construct a facility at the southeast and southwest corners of the intersection of 76th Street and Racine Avenue, Chicago, Illinois, as a shopping center which will allow Developer to create new employment opportunities; and

Whereas, the City Council of the City of Chicago authorized 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 development and construction 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-85-AA-17- 0197 (the "U.D.A.G. Grant"), which provides that \$1,750,000 may be loaned by the City to Borrower; and

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

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 Collateral" shall mean all personalty of the Project (as hereinafter defined), owned by Borrower or Developer in which Borrower and/or Developer have granted City a security interest as set forth in Exhibit C of this Agreement as security for the Loan.

1.02 "Bond Purchaser" shall mean the purchasers of \$6,000,000 of Industrial Revenue Bonds issued by the City.

1.03 "Borrower's" or "Developer's Liabilities" shall mean all obligations and liabilities of Borrower or Developer as the case may be, to City (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, now and/or from time to time hereafter owing, due or payable, which are created, incurred, acquired or owing, however evidenced, under this Agreement.

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, or non-governmental claims or liens upon and/or relating to the "Collateral" (hereinafter defined), Borrower's or Developer's Liabilities, Borrower's or Developer's business, Borrower's or Developer's ownership and/or use of any of its assets, and/or Borrower's or Developer's income and/or gross receipts.

1.05 "Collateral" shall mean the real property of Borrower and/or Developer (individually or collectively), now owned or hereafter acquired in which Borrower and Developer have granted City 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.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.

1.07 "Property" shall mean that certain real estate located at the southeast and southwest corners of the intersection of 76th Street and Racine Avenue in Chicago, Illinois, and all buildings, facilities, structures and fixtures now existing or hereafter erected thereon.

1.08 "Project" shall mean all activities of Developer in constructing and developing the Property using the proceeds of the Loan, the Senior Financing, and Developer's equity.

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

1.10 "Senior Lender" shall mean the Bond Purchasers, or the Trustee appointed to oversee their interests, or any provider of credit enhancement for, or guarantor of the bonds issued by the City for the Project.

1.11 "Senior Financing" shall mean the loans of the Senior Lender or permitted replacements 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.

1.12 "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B-85- AA-17-0197 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 represents and covenants, and Developer warrants, represents and covenants to City as follows:

4.01 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.

4.02 Developer shall proceed diligently to carry out the construction and development pursuant to Exhibit A.

4.03 Developer shall use its best efforts to create or cause to be created in connection with occupancy and utilization of the Property, within 48 months after the date of preliminary approval of the U.D.A.G. Grant Agreement, 206 permanent jobs, of which 103 will be for low and moderate income persons, 82 will be for C.E.T.A.-eligible persons, and 165 will be for minority persons.

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

4.05 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.

4.06 (a) Developer is now an Illinois limited partnership duly organized and existing and in good standing under the laws of the State of Illinois, and qualified or licensed to do business in all other states in which the laws thereof require Developer to be so qualified and/or licensed; (b) Developer 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 Developer 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 Developer's limited partnership agreement, or contained in any agreement, instrument or document to which Developer is now or hereafter a party or by which it is or may become bound; (d) Borrower has good indefeasible and merchantable title to and ownership of the Collateral and Additional Collateral, free and clear of all liens, claims, security interests and encumbrances except those of City, the Senior Lender, and as permitted pursuant to Section 4.09 of this Agreement and exceptions to title as approved by the City; (e) Developer is now solvent and able to pay its debts as they mature; (f) there no actions or proceedings which are pending or threatened against Developer (except as may be set forth in Developer's application for the Loan), which might result in any material and adverse change to Developer's financial condition, or materially affect Developer's assets or the Collateral as of the date of this Agreement; (g) Developer 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, and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Developer 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 Developer as of the dates of the Financials; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Developer since the dates of the aforesaid Financials other than as a result of the Loan and the Senior Financing.

4.07 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that the City occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish the City documents satisfactory to the City which evidence Borrower's compliance with this Paragraph 4.07.

4.08 Neither the Borrower nor Developer shall, without the City's prior written consent thereto, which the City may or may not give in its sole discretion, concurrently or hereafter, except as permitted under Paragraph 4.6(d) or 4.9 hereof, (a) permit a security interest in 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 and or Developer's ability to repay their respective Borrower's or Developer's Liabilities.

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

4.10 Developer 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 general partner of Developer. Within 90 days following the close of each fiscal year of Developer, Developer shall provide a copy of the aforesaid annual financial statements to the City. In addition, upon request by D.E.D., Developer shall submit to D.E.D. no more frequently than once per calendar quarter, statements of Developer's employment profile and Developer's financial condition.

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

4.12 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 Project Has Met All Environmental Clearance Requirements, As Evidenced By The City's Receipt Of 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.

4.13 All representations and warranties of Borrower and/or Developer contained in this Agreement shall be true at the time of their respective executions of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

4.14 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.

5.01 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.

5.02 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.

5.03 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 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 indicting 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 providing commercial rental space.

Section VIII. Other Security Interests.

8.01 During the term of the Loan, Borrower or Developer may grant security interests in, or may otherwise encumber the Collateral and Additional Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the Collateral and/or Additional Collateral.

8.02 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 Collateral and/or Additional Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the Collateral and/or Additional 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 Collateral or Additional Collateral to any use, or to construct any improvements on the Property.

Section IX. Events of Default.

9.01 Borrower and/or Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to 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 and/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 Collateral and/or Additional Collateral; (d) involuntary dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of Developer, 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 refinancing of the same in accordance with the provisions of this Agreement; (e) a default of any Senior Financing; provided however, in the case of a default under the Senior Financing, the City agrees that it will seek to enforce the remedies available to it under this Agreement only if the Senior Lender has moved to foreclose the Senior Financing.

9.02 If a monetary default or non-monetary default shall have occurred and shall continue for 10 days after Developer's receipt of written notice thereof, the City without obligation to make further demand or presentment for payment shall have the right to exercise the remedies provided for in Section X hereof; provided, however, that if any cash flow before debt service is insufficient to pay the Senior Lender and the City, the City agrees to standby, and not accelerate the Loan so long as any credit enhancement exists with respect to the Senior Financing.

9.03 If a non-monetary default shall have occurred the City shall send notice to Developer of such default. If such default is not cured within 60 days after such notice then the City shall have a the right to exercise the remedies provided in Section X hereof; provided, however, that in the event such non- monetary default cannot reasonably cured within the 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, and provided further that the City shall not accelerate the Loan so long as any credit enhancement exists with respect to the Senior Financing unless the Senior Lender has moved to foreclose said Senior Financing.

9.04 The time periods provided in Paragraphs 9.02 and 9.03 of this Agreement are herein referred to collectively as the "Cure Period".

Section X. Remedies.

Upon an event of default as defined in Section IX above, and at any time thereafter (such default not having previously been cured within the applicable Cure Period), 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 Collateral and/or Additional 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 Collateral, Additional Collateral, or any part thereof may be situated and remove the same therefrom (provided that if any Collateral or Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code) and City shall be entitled to hold, maintain, preserve and prepare the Collateral and/or Additional Collateral for sale, until disposed of, or may propose to retain the Collateral and/or Additional 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 Collateral and/or Additional Collateral unusable and dispose of such Collateral and/or Additional Collateral on the Developer's premises. City may require Developer to assemble the Collateral and/or Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Collateral and/or Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give 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 Developer at least 5 days before the time of the sale or disposition. City may buy at any public sale, and if the Collateral and/or Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, may buy it at a private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Developer for any surplus realized on such disposition. Notwithstanding anything contained herein to be

contrary, upon Developer's failure to meet its obligations pursuant to Exhibit E, following written demand therefor by the City, the 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; provided however, all remedies available to the City under this Section X are subject to the rights of the Senior Lender.

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

Upon a sale, partial sale, refinancing (except a refinancing pursuant to a call provision of the Senior Financing, or a refinancing not in excess of \$6,000,000) 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 upon written demand to Borrower by City, become immediately due and payable; provided, however, that a syndication for purposes of raising Developer's equity shall not cause an acceleration of the Loan under this Agreement, so long as the the share of the Developer owned by its general partner does not fall below 5% as a result of such syndication. In the Event the City exercises its right to accelerate the Loan pursuant to this Section XI, any entitlements the City may have to Additional Interest as set forth in Exhibit B of this Agreement shall terminate from the date such declaration of acceleration is made.

Section XII. General.

12.01 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.

12.02 All rights of City to and under this Agreement and in and to the Collateral and/or Additional 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, Senior Lender or Developer by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

Section XIV. Equal Employment Opportunity.

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

14.01 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.

14.02 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.

14.03 Developer will include the provisions of subsections 14.01 and 14.02 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.

14.04 Discrimination as used herein shall be interpreted in accordance with federal and state 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 XV. No Assignment or Succession.

No transfer of Loan Funds by the City to Developer shall be, or deemed to be, an assignment of U.D.A.G. Grant funds, and neither Borrower nor Developer shall succeed to any rights, benefits or advantages of the City under the U.D.A.G. Grant, nor attain any rights, privileges, authorities or interests in or under the U.D.A.G. Grant.

Section XVI. Disclaimer of Relationship.

Nothing 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 agree 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.

20.01 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.

20.02 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:

Commissioner, Department of
Economic Development
20 North Clark, Suite 2800
Chicago, Illinois 60602

With Copies to:

City of Chicago
Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If to Borrower:

American National Bank and Trust
Company of Chicago
Trust No. 63140
33 North LaSalle Street
Chicago, Illinois 60690

If to Developer:

Continental Commerical Partners, Ltd.
A Limited Partnership
2325 East 71st Street
Chicago, Illinois 60649

With Copies to:

James Smith, Esq.

Coffield, Ungaretti, Harris & Slavin
Three First National Plaza
Suite 3500
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.

20.03 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 was executed in and shall be governed by and construed in accordance with the laws of the State of Illinois.

20.05 This Agreement is executed by the Borrower, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby states that it as Trustee possesses full power and authority to execute this instrument, and it is expressly understood and agreed by the City and by every person not or hereafter claiming any right or security hereunder that nothing contained herein or in the Note or in the Mortgage securing this Agreement shall be construed as creating any liability on said Trustee in its individual capacity, personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, contained in the Note, the Mortgage or this Agreement, all such liability, if any, being expressly waived, but this waiver shall in no way affect the liability of any guarantor of the Note or the Mortgage, or any other person or entity executing the Note, the Mortgage, or this Agreement.

20.06 The general partners of Developer shall be unconditionally liable for completion of the Project, and thereafter shall be liable for repayment of the Loan solely to the extent of the general partners' assets in the Project, and no other person or limited partner shall have any personal liability for completion of the Project, or repayment of the Loan hereunder.

20.07 The parties expressly understand and agree that this Agreement must be approved by H.U.D. pursuant to the U.D.A.G. Grant, as amended, and that they are bound hereby only as to the terms and conditions of the Agreement as finally so approved.

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.]

Exhibit A.

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 \$1,750,000 of Grant Funds for development and construction by Developer of a 102,760 square foot commercial facility to be known as the Continental Plaza Shopping Center located at the southeast and southwest corners of the intersection of 76th Street and Racine Avenue in Chicago, Illinois.

(b) City shall issue at least \$6,000,000 of Industrial Revenue Bonds.

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 the Property for a cost of not less than \$1,876,000, and the Developer shall develop the Project for a cost of not less than \$7,880,587 plus acquisition cost, for a total cost of acquisition and development of not less than \$9,756,587.

(b) Developer shall provide at least \$1,876,000 of equity for acquisition of the Property.

(c) Developer shall enter into a Loan and Disbursement Agreement with the Issuer of the Bonds by which up to \$6,000,000 will be loaned to Developer for construction of the Project.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the U.D.A.G. Grant Agreement, as amended.

Exhibit B.

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

1. Construction Period.

(a) The principal amount of the Loan shall be \$1,750,000.

(b) Simple interest at the rate of 4% per annum for years 1-3, accrued and 5% per annum for years 4-30, shall be on all Loan proceeds 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 execution of this Agreement, and shall continue to a date 12 months thereafter, but in no event later than March 31, 1987.

(d) The following shall be required of 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) Developer shall furnish to City a commitment for an A.L.T.A. Lender's 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 Bond Purchase for the bonds to secure a loan in an amount not to exceed \$6,000,000 plus interest and such additional amounts as may be actually advanced upon a failure of Developer to meet its obligations under the Senior Financing; and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest therein in favor of the Senior Lender.

(iii) Developer shall have furnished to City a Builder's Risk and Fire Insurance policy duly endorsed to indicate City as insured second mortgages.

(iv) Developer and Borrower shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company"), which shall provide that Company shall receive, from Developer, to review and approve no more frequently than monthly, the following:

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

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

(cc) Certification by 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) Developer's affidavit of Private Funds (defined as Developer's equity plus Senior Financing disbursements) expended to date;

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

(ff) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of U.D.A.G. Grant funds for every \$3.70 of private funds expended by Developer for the Project. Thus, for every \$4.70 of funds expended on the Project, Borrower is entitled to \$1.00 of Loan funds for eligible Project costs (defined as costs set forth in Column 1 Exhibit D of the Grant Agreement);

(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) No Loan funds shall be disbursed until Developer has first expended not less than \$1,876,000 of equity funds.

(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 first credited against the holdbacks applicable to the remaining reimbursement requests pursuant to Paragraph (cc) below.

(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 holdback shall be released to Borrower.

2. Permanent Loan Period.

(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 the lesser of 30 years or coterminous with the term of the Senior Financing remaining at the date of conversion of the Loan from the Construction Period to the Permanent Loan Period, which conversion shall occur in no event later than March 31, 1987.

(c) The interest rate charged on the unpaid portion of the enlarged principal balance shall be 4% per annum for years 1 through 3, and 5% from year 4 until the Loan is paid in full.

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

(i) For years 1 through 3, payments on the enlarged principal balance shall be deferred and payments of interest thereon at the rate of 4% per annum shall be deferred and accrued, which accrued interest shall be added to the enlarged principal balance to form a revised principal balance.

(ii) For years 4 through 7, Borrower shall make payments of interest only on the revised principal balance at the rate of 5% per annum on a monthly basis.

(iii) From year 8 until the Loan is paid in full, equal monthly payments of the revised principal balance and simple interest thereon at 5% per annum, based upon a 23 year amortization schedule.

(e) Additional interest ("Additional Interest") shall be paid by Developer to City as follows:

(i) After Developer has received a 12% return on Final Developer's Equity (as defined below), annually on a non-cumulative basis, Borrower shall cause Developer to pay the City 25% of the remaining annual Net Cash Flow (defined) as all operating revenues less debt service on the Senior Financing and the Loan, and other permitted financings; real estate taxes; reasonable and customary operating expenses [including maintenance reserves as required by the Senior Lender], and a management fee of up to 5% of gross revenues; and without deduction for depreciation of capital improvements. Final Developer's Equity shall mean all property, cash or recourse notes contributed to the Project by the Developer, as capital, which is necessary for completion of the Project, such amount to be determined as of the date occurring 6 months after substantial completion of the Project, but in any event, no later than March 31, 1987.

(ii) In the event of a sale, partial sale, syndication or refinancing, Borrower shall cause Developer to pay to City 20% of Net Proceeds (as hereinafter defined), from such transaction(s) in consideration for the City remaining in the Project; provided, however, that except for a refinancing pursuant to a call provision of the Senior Financing, or which is not in excess of \$6,000,000 the City may in its sole option, choose to call its Loan upon the occurrence of a sale, partial sale, syndication or refinancing. Notice of the City's choice shall be by giving written demand thereof to Developer within 30 days following Developer's notice to City, of its intention to sell, syndicate or refinance the Project, in whole or in part.

(iii) Notwithstanding anything herein to the contrary, the City shall be entitled to receive 50% of proceeds received by Developer from a syndication for purposes of meeting its equity contribution to the Project, which are not required for completion of the Project; provided, however, that Developer's receipt of proceeds from its syndication for equity up to 7 years after the date establishing Final Developer's Equity, shall only be considered excess funds to the extent such receipts exceed the Final Developer's Equity.

(f) "Net Proceeds" shall mean:

(i) In the case of a sale or partial sale, gross sale proceeds less: (x) payoff of the Senior's Lender's and City's loans; (y) Final Developer's Equity, and the difference, if any, between a 12% annual non-cumulative return on Final Developer's Equity and a 12% cumulative return on Final Developer's Equity; and (z) usual and customary cost of sale;

(ii) In case of a refinancing, gross refinancing proceeds less: (xx) payoff of the refinanced loan; (yy) the difference, if any, between a 12% annual, non-cumulative return on Final Developer's Equity; and (zz) usual and customary costs of refinancing;

(iii) In the case of a syndication, other than a syndication to raise Final Developer's Equity, gross syndication proceeds less usual and customary costs of syndication;

(g) Borrower shall (i) submit to City within 90 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, Additional Interest and/or Standby Interest due and owing the City if any, along with a check in the amount therefor; (ii) and, pursuant to Paragraph (e)(iii) above, submit to City within 5 working days of closing of the transaction, a statement prepared by a certified public accountant, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor. In addition, Developer shall provide to the City within 90 days following the close of Developer's fiscal year immediately succeeding the aforesaid transaction, an annual financial statement prepared by a certified public accountant in accordance with Generally Accepted Accounting Principles consistently applied. Upon review of the aforesaid annual financial statement, the parties hereto shall make any adjustments of monies owned as may be necessary.

3. Prepayment of Loan. The loan may be prepaid at any time without premium or penalty through the fiscal year immediately preceding the commencement of the City's participation in Net Cash Flow. Thereafter, the Loan may be prepaid, upon payment of a premium equal to 12% of the revised principal balance then outstanding, plus any and all accrued and unpaid interest, Additional Interest, and late charges ("Prepayment Penalty") if paid during that first year of the City's cash flow participation. If the Loan is prepaid in any year subsequent to that first year of City's cash flow participation, such Prepayment Penalty shall be paid but shall be reduced by 3/4% for each successive year thereafter. If the Loan is prepaid prior to any sale, partial sale, refinancing, or syndication, the City shall not be entitled to the Additional Interest provided for in Paragraph (e)(i) above. Further, the Additional Interest provided for in Paragraph (e) above, shall terminate from the date of such prepayment. Borrower shall cause Developer to pay the City any Additional Interest owing through the date of such prepayment within 90 days following close of Developer's fiscal year in which such prepayment occurred.

4. 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.

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 \$6,000,000 plus interest and additional amounts actually advanced upon Developer's failure to meet its obligations under the Senior Financing.

2. A grant of security interest as Additional Collateral in all personalty of the Project owned by Borrower and Developer, and subordinated only to an interest granted the Senior Lender.

3. The general partners of Developer shall be unconditionally liable for completion of the Project, and thereafter shall be liable for repayment of the Loan solely to the extent of the general partners' assets in the Project, and no other person or limited partner shall have any personal liability for completion of the Project, or repayment of the Loan hereunder.

Exhibit D.

1. City shall loan the sum of \$1,750,000 to Developer for the purpose of constructing the Project.

2. Bond Purchaser shall purchase at least \$6,000,000 of City of Chicago Industrial Revenue bonds from the issuer for purposes of constructing the Project.

3. Bond Purchaser shall lend Developer \$6,000,000 of bond proceeds.

4. Developer shall provide not less than \$1,897,000 in equity for acquisition of the Property.

Exhibit E

To Redevelopment Agreement.

A. 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.

B. 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 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.

2. 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.

Schedule I.

LEGAL DESCRIPTION

The motion *Prevailed*.

JOURNAL (December 30, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on December 30, 1985, at 11:00 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.

AUTHORITY GRANTED FOR AMENDMENT OF MUNICIPAL CODE
CHAPTER 200.6, SECTION 200.6-4 CONCERNING
CITY OF CHICAGO USE TAX.

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 July 9, 1985, pages 18677-18679, recommending that the City Council pass a proposed ordinance authorizing an amendment to Chapter 200.6, Section 200.6-4 of the Municipal Code of Chicago concerning the City of Chicago Use Tax.

Alderman Banks moved to substitute the following proposed ordinance:

WHEREAS, A large number of Chicago residents have purchased motor vehicles outside the City and have failed to pay the Chicago Sales Tax on the use of such motor vehicle within the City; and

WHEREAS, The City is committed to efficient collection of the Chicago Sales Tax; and

WHEREAS, This ordinance is needed in order to collect such tax owed in an administratively efficient way; now, therefore,

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

SECTION 1. Any person who purchased a motor vehicle, as such term is defined in the Illinois Vehicle Code, as amended, in a sale at retail outside the City of Chicago from January 1, 1982 to July 1, 1985, and whose use of such motor vehicle within the City of Chicago made such persons liable for Chicago Sales Tax, Chapter 200.6 of the Municipal Code of Chicago, and who has not paid such tax, shall be allowed to pay such tax owed as provided in this ordinance.

SECTION 2. Any person referred to in Section 1 above shall be allowed to pay the Chicago Sales Tax he owes on the use of his motor vehicle in the City, by paying the total tax owed to the Department of Revenue by June 1, 1986. All interest and penalties on such tax liability payment shall be waived, if such payment is made by such date. Persons who fail to pay their tax liability by June 1, 1986, shall be subject to the same interest and penalties due as if this ordinance had not been passed. Persons who take advantage of this ordinance waive their right to protest, or to file for a refund of, their tax payment.

SECTION 3. For persons referred to in Section 1 above who have not been audited and assessed by the Department of Revenue for Chicago Sales Tax on the use of their motor vehicles within the City and who do not have records of the purchase price of their motor vehicle subject to such tax, it shall be presumed by the City that the minimum tax owed by such person is \$90.00, if such person had purchased a new motor vehicle, or \$45.00, if such person had purchased a used motor vehicle. This presumption shall be rebuttable by the person owing the tax or the City. Persons required to pay at least the minimum tax owed above shall do so under Section 2 above, and no penalties or interest shall be due on such tax payment; provided, however, that if the City rebuts the presumption herein and there is additional tax owed, such person shall be required to pay such additional tax, plus all interest and penalties due on such additional tax owed.

SECTION 4. The definitions provided in the Chicago Sales Tax Ordinance, Chapter 200.6 of the Municipal Code of Chicago, shall apply to this ordinance.

SECTION 5. The Director of Revenue is hereby directed to send notice of this ordinance by April 1, 1986, to all persons whom the Director has identified as owing and not having paid Chicago Sales Tax on the use of a motor vehicle in the City for the period referred to herein. The failure of a person to be specifically notified of this ordinance by the Director of Revenue shall not toll or stop the running of this ordinance as to such person, nor shall it relieve such person of his obligation to pay any tax, interest or penalty due under the Chicago Sales Tax Ordinance or other ordinance of the City.

SECTION 6. This ordinance shall not apply to persons who owe Chicago Sales Tax for purchases of motor vehicles inside the City or who are tax collectors who failed to collect or remit Chicago Sales Tax on sales of motor vehicles inside the City.

SECTION 7. This ordinance shall be effective upon passage, and shall terminate on June 2, 1986.

The motion to substitute *Prevailed* by a viva voce vote.

Alderman Burke then moved to *Pass* the substitute proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, Smith, Santiago, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 38.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, A large number of Chicago residents have purchased motor vehicles outside the City and have failed to pay the Chicago Sales Tax on the use of such motor vehicle within the City; and

WHEREAS, The City is committed to efficient collection of the Chicago Sales Tax; and

WHEREAS, This ordinance is needed in order to collect such tax owed in an administratively efficient way; now, therefore,

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

SECTION 1. Any person who purchased a motor vehicle, as such term is defined in the Illinois Vehicle Code, as amended, in a sale at retail outside the City of Chicago from January 1, 1982 to July 1, 1985, and whose use of such motor vehicle within the City of Chicago made such persons liable for Chicago Sales Tax, Chapter 200.6 of the Municipal Code of Chicago, and who has not paid such tax shall be allowed to pay such tax owed as provided in this ordinance.

SECTION 2. Any person referred to in Section 1 above shall be allowed to pay the Chicago Sales Tax he owes on the use of his motor vehicle in the City, by paying the total tax owed to the Department of Revenue by June 1, 1986. All interest and penalties on such tax liability payment shall be waived, if such payment is made by such date. Persons who fail to pay their tax liability by June 1, 1986, shall be subject to the same interest and penalties due as if this ordinance had not been passed. Persons who take advantage of this ordinance waive their right to protest, or to file for a refund of, their tax payment.

SECTION 3. For persons referred to in Section 1 above who have not been audited and assessed by the Department of Revenue for Chicago Sales Tax on the use of their motor vehicles within the City and who do not have records of the purchase price of their motor vehicle subject to such tax, it shall be presumed by the City that the minimum tax owed by such person is \$90.00, if such person had purchased a new motor vehicle, or \$45.00, if such person had purchased a used motor vehicle. This presumption shall be rebuttable by the person owing the tax or the City. Persons required to pay at least the minimum tax owed above shall do so under Section 2 above, and no penalties or interest shall be due on such tax payment; provided, however, that if the City rebuts the presumption herein and there

is additional tax owed, such person shall be required to pay such additional tax, plus all interest and penalties due on such additional tax owed.

SECTION 4. The definitions provided in the Chicago Sales Tax Ordinance, Chapter 200.6 of the Municipal Code of Chicago, shall apply to this ordinance.

SECTION 5. The Director of Revenue is hereby directed to send notice of this ordinance by April 1, 1986, to all persons whom the Director has identified as owing and not having paid Chicago Sales Tax on the use of a motor vehicle in the City for the period referred to herein. The failure of a person to be specifically notified of this ordinance by the Director of Revenue shall not toll or stop the running of this ordinance as to such person, nor shall it relieve such person of his obligation to pay any tax, interest or penalty due under the Chicago Sales Tax Ordinance or other ordinance of the City.

SECTION 6. This ordinance shall not apply to persons who owe Chicago Sales Tax for purchases of motor vehicles inside the City or who are tax collectors who failed to collect or remit Chicago Sales Tax on sales of motor vehicles inside the City.

SECTION 7. This ordinance shall be effective upon passage and shall terminate on June 2, 1986.

AUTHORITY GRANTED FOR TRANSFER OF FUNDS IN
VARIOUS REVENUE FUND ACCOUNTS OF CHICAGO
PUBLIC BUILDING COMMISSION AND APPROVAL
OF VARIOUS DESIGNATED SITES.

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 April 18, 1985, pages 15032 thru 15040, recommending that the City Council pass a proposed ordinance authorizing the transfer of funds in various revenue fund accounts of the Chicago Public Building Commission and the approval of various designated sites.

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, Brady, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, Smith, Santiago, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 38.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Public Building Commission of Chicago has issued and sold revenue bonds, and the City of Chicago has entered into leases with the Public Building Commission

of Chicago for the use and occupancy of the following buildings and facilities owned and constructed or renovated by the Public Building Commission of Chicago with said bond proceeds: and the City of Chicago has adopted ordinances for the levy and collection of taxes against all taxable properties within its boundaries sufficient to pay the rentals provided by said leases:

Building or Facility	Lease	Bond Indenture
Incinerator Residue Disposal Site, Stearns Quarry (CS-2)	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971*
Fire Stations CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8 and CF-11	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971*
Health Center, CH-1		
Sanitation Facilities CS-1, CS-3 and CS-6		
Police Facilities CP-1 and CP-2		
Health Center, CH-3	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975*
Sanitation Facilities CS-4		
Fire Stations CF-1, CF-9 and CF-10	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975
Health Center, CH-2		

Building or Facility	Lease	Bond Indenture
Police Academy, CP-4		
Central Library Building CPL-1		
Police Facilities CP-5 and CP-8	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978
Sanitation Facilities CS-5, CS-11, CS-12 and CS-13		
Library for Handicapped CPL-2		
Navy Pier - Phase I	Recorded October 23, 1979 as Document No. 25205132 (dated September 12, 1979)	\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979

*Also, involves other projects for other lessees

; and

WHEREAS, Under the provision of said Bond Indentures that portion of the rentals paid to the Public Building Commission of Chicago pursuant to the terms of said leases and not required for the payment of interest, principal, administrative, maintenance and operation and renewal, replacement, and improvement costs, under the terms of said Bond Indentures, may be transferred by the Public Building Commission of Chicago for additional administrative expenses incident to projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture involved; or to the Construction Accounts of the Commission for projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture; and

WHEREAS, Any funds remaining to the credit of the City of Chicago in the Commission's various surplus accounts, after making the aforesaid transfers and payments, will be credited (unless otherwise directed by the City of Chicago, as hereinafter proposed) to the next annual rentals due and payable by the City of Chicago to the Public Building Commission of Chicago under the applicable lease and Bond Indenture; and

WHEREAS, The Public Building Commission of Chicago anticipates that as of December 31, 1984, the following funds will be in the surplus accounts under the indicated Bond Indentures to the credit of the City of Chicago:

Bond Indenture	Lease	Project	Anticipated Surplus
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	Incinerator Residue Disposal Site Stearns Quarry	\$2,417,098
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8, CF-11, CH-1, CS-1, CS-3, CS-6, CP-1 and CP-2	\$1,579,662
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds Series 'A' of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	CH-3 CS-4	46,080
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	CF-1, CF-9 CF-10, CH-2, CP-4 and CPL-1	4,810,000
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds Series 'A' of 1978	Recorded July 21, 1978 as Document No. 24546590 (dated June 15, 1978)	CP-5, CP-8 CS-5, CS-11 CS-12, CS-13 and CPL-2	3,800,000
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	Recorded October 23, 1979 as Document No. 25205132 (dated September 12, 1979)	Navy Pier- Phase I	3,600,000

; and

WHEREAS, The Public Building Commission of Chicago has approved a budget in the amount of \$12,242,941 for the proper operation, maintenance, and repair of the Richard J.

Daley Center (including steam to the City Hall) for the fiscal year January 1, 1985 to December 31, 1985, and the City of Chicago's share of said budget is \$2,327,852; and

WHEREAS, The Public Building Commission has, by resolution of its Board of Commissioners, requested the City of Chicago to approve and consent to the allocation, transfer and use of said surplus funds of \$12,304,698, without prior appropriation by the City Council of the City of Chicago, as follows:

Bond Indenture	Lease	Purpose	Amount
\$56,000,000 Public Building Revenue Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	Transfer to the credit of the City of Chicago cost of City Hall Renovation	\$48,615
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	Transfer to the credit of the City of Chicago cost of CP-12 Central Police Headquarters Parking - Land Acquisition	\$680,487
		Transfer to the credit of the City of Chicago cost of CF-22 Fire Station Renovation, 30 East 114th Street, Engine 62	530,534
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds Series 'A' of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	Transfer to the credit of the City of Chicago cost of CF-22, Fire Station Renovation, 30 East 114th Street, Engine 62	46,080
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	Toward the City's share of the Operating, Maintenance and Repair Budget for the Richard J. Daley Center (including steam to City Hall) for the period January 1, 1985 to December 31, 1985	2,327,852
		Transfer to the credit of the City of Chicago cost of	1,742,440

Bond Indenture	Lease	Purpose	Amount
		CH-1. City Hall Renovation	
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	Transfer to the credit of the City of Chicago cost of CPL-11 Central Library	3,500,650
\$29,000,000 Public Building Commission of Chicago Building	Recorded October 23, 1979, as Document No.	Transfer to the credit of the City of Chicago cost of:	1,249,350
		CH-1 City Hall Renovation	\$1,323,945
		CF-22 Fire Station Renovation, 30 East 114th Street, Engine 62	23,386
		CF-23 Fire Stations - Ten Roof Replace- ments	181,359
		Data Center - Halon fire suppressant system	650,000

; and

WHEREAS, The City of Chicago has requested the allocation, transfer and use of certain surplus funds for the construction of a pedestrian tunnel to the new State of Illinois building and the attendant renovations to the basement of City Hall; and additional renovation and repair of the basement of City Hall; and

WHEREAS, The Public Building Commission of Chicago has selected, located and designated the sites described in Section 4 hereof which have not yet been financed by the issuance of revenue bonds, lying wholly within the territorial limits of the City of Chicago, for construction, alteration and renovation of facilities to be used by the City of Chicago; and

WHEREAS, Said sites are conveniently located and of sufficient size to accomplish the aforesaid purposes and to provide appropriate architectural settings for such facilities; and

WHEREAS, The Public Building Commission of Chicago has requested, pursuant to the requirements of Section 14 of the Public Building Commission Act, that the City Council of the City of Chicago approve the sites so selected, located and designated: now, therefore,

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

SECTION 1. That the City of Chicago does hereby approve and authorize the transfer and application of the moneys, in the estimated amount of \$650,000, standing to its credit on December 31, 1984, in the Surplus Account under that certain Bond Indenture for \$29,000,000 Public Building Commission of Chicago Revenue Bonds, Series A of 1979 to the Operating, Maintenance and Repair Account for the Richard J. Daley Center in payment of the cost of a Halon fire suppressant system for the Data Center in the Richard J. Daley Center.

SECTION 2. That the City of Chicago does hereby approve and authorize the transfer and application of \$3,795,487 standing to its credit on December 31, 1984 in the Surplus Accounts under the various Bond Resolutions to the following projects:

Bond Resolution	Amount	Project and Purpose
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds Series A of 1971	\$48,615	Construction Account for: City Hall Renovation limited solely to tunnel and basement construction and renovation
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series B of 1971	680,487	Construction Account for: Central Police Headquarters Parking - Land Acquisition
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series B of 1975	1,742,440	Construction Account for: City Hall Renovation limited solely to tunnel and basement construction and renovation.
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series A of 1979	1,323,945	Construction Account for: City Hall Renovation limited solely to tunnel and basement construction and renovation.

SECTION 3. That the City Council of the City of Chicago does hereby approve the following described sites, heretofore selected, located and designated by the Public Building Commission of Chicago, and does hereby request the Public Building Commission to forthwith undertake the construction, alteration and renovation of such facilities affording essential governmental services to the citizens of the City of Chicago.

CITY HALL BUILDING

West 1/2 of Block 39, in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, situated in the City of Chicago, County of Cook, and State of Illinois.

CENTRAL POLICE HEADQUARTERS

Legal Description for Parking - Land Acquisition

Parcel 1 (1201-1209 South State Street)

The West 1/2 of Block 3 in Assessor's Division of part of the Northwest Fractional 1/4 of Section 22 (except that part beginning at a point on the South Line of 12th Street in said City 70 and 2/10 feet Eastwardly of the East Line of State Street; thence Southwardly parallel to the East line of State Street 50 feet; thence Eastwardly parallel to the South line of 12th Street 15 feet; thence Northwardly parallel to the East line of State Street 50 feet to the South line of 12th Street; thence West along said South line of 12th Street 15 feet to the point of beginning, also beginning at a point 70 and 2/10 feet Easterly of the East Line of State Street and 50 feet Southerly of the South Line of 12th Street; thence Easterly parallel to the South line of 12th Street 74 feet more or less to the Westerly line of the alley running North and South between Wabash Avenue and State Street; thence Southwardly along the West line of said alley 18 feet; thence Westwardly parallel to the South line of 12th Street to a point 70 and 2/10 feet Easterly of the East line of State Street; thence North parallel to the East line of State Street 18 feet to the point of beginning) all in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

and

Lot 1 in Seamans Subdivision of the West 1/2 of Block 4 in Assessor's Division aforesaid;

and

The East 1/2 of Block 3 in Assessor's Division of the Northwest Fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the Northeast corner of the East 1/2 of Block 3 of said Assessor's Division; thence South along the East line of said East 1/2 of Block 3, the same being the West line of Wabash Avenue, a distance of 62.92 feet; thence West along a line 62.92 feet South of and parallel to the North line of said East 1/2 of Block 3 a distance of 170.70 feet; thence North along the West line of said East 1/2 of Block 3, the same being the East line of an alley a distance of 62.92 feet; thence East along the North line of said East 1/2 of Block 3, same being a line that is 17.0 feet South of and parallel to the North line of said Quarter Section, a distance of 170.70 feet to the point of beginning.

Parcel 3 (1144 South Wabash Avenue)

Sublots 1 and 2 in Lot 12 in Block 22 in Fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian (excepting that part of said Sublots 1 and 2 more particularly described as follows: Commencing at the Northwest corner of said Sublot 1; thence South parallel with the East line of Victoria Alley to the

Southwest corner of said Sublot 2; thence East 9 feet; thence in a Northwesterly direction to the place of beginning), in Cook County, Illinois.

Parcel 4 (1136 South Wabash Avenue)

Sublot 2 of Lot 9 in Block 22 in Fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 5 (1206-1210 South Wabash Avenue)

Lot 2 (except the West 30 feet thereof and except that part condemned for widening 12th Street) in Assessor's Division of the East half of Block 3 with the North 7 feet of the East half of Block 4 in Assessor's Division of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, also that part of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of Wabash 132.20 feet South of the North line of said Section; thence North on the West line of Wabash Avenue 27.28 feet; thence West parallel with the North line of said Section to a point equidistant between the East line of State Street and the West line of Wabash Avenue; thence South parallel with the West line of Wabash Avenue 27.28 feet; thence East to the point of beginning (except that part thereof falling in alley and except that part thereof falling in the right of way of the Chicago Transit Authority) in Cook County, Illinois.

Parcel 6 (1212-1220 South Wabash Avenue)

Lots 4 and 5 (except the West 32 feet thereof) and Lot 6 (except the West 25 feet thereof) in Assessor's Division of the East half of Block 3 and the North 7 feet of the East half of Block 4 in Assessor's Division of part of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 4. The City of Chicago shall, in connection with the projects, enter into a net lease or leases, non-cancellable in any event, with the Public Building Commission of Chicago, under the terms of which the City of Chicago shall pay such amounts of rent as will defray all costs and expenditures incurred in connection with the projects, which costs and expenditures will be financed by the issuance of revenue bonds by the Public Building Commission of Chicago and the principal and interest on which bonds will be amortized in not more than twenty years.

SECTION 5. The City of Chicago does further express its intent to operate, manage and maintain the facilities and to undertake the costs of such operation, management and maintenance, all without right of reimbursement from the Public Building Commission of Chicago; and the lease or leases executed between the City of Chicago and the Public Building Commission shall provide for the operation, management and maintenance of the property by the City of Chicago.

SECTION 6. The City of Chicago is hereby authorized to convey the property hereinabove-described to the Public Building Commission for said purposes, provided,

however, that the aforesaid lease shall include provisions for the conveyance or reconveyance of the property, together with all buildings, structures and improvements located thereon, to the City of Chicago by the Public Building Commission of Chicago at such time or times as all principal and interest on the revenue bonds, if any, issued in connection with said Projects by the Commission, and the accrued and unpaid expenses of the Commission with respect to said projects, have been paid in full.

SECTION 7. In the event permanent financing for the herein projects is not consummated for any reason whatsoever, not due to the gross negligence of the Commission, the City of Chicago shall reimburse the Commission for all interim borrowing incurred on behalf of the City of Chicago for said projects, either from legally available funds or the proceeds of a lease agreement entered for such purposes, or a combination thereof, which such reimbursement shall be made, or lease entered into, prior to the maturity of any note evidencing such interim borrowing.

SECTION 8. That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

AUTHORITY GRANTED TO ADVERTISE FOR SALE PARCEL OF
CITY-OWNED PROPERTY AT 1033 NORTH ORLEANS
STREET.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Land Acquisition and Disposition, deferred and published in the Journal of the Proceedings of October 1, 1984, pages 9867-9868, recommending that the City Council pass a proposed ordinance authorizing the advertising for sale of a parcel of City-owned property at 1033 North Orleans Street.

On motion of Alderman Banks, 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, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 in Assessor's Division of Block 11 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1033 North Orleans Street, Permanent Tax No. 17-04-416-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

MISCELLANEOUS BUSINESS.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ronald D. Picur, City Comptroller, under date of January 14, 1986, which read as follows:

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 3527 South Calumet Avenue, which was authorized by ordinance passed May 15, 1985, page 16191, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 4237-4239 South Calumet Avenue, which was authorized by ordinance passed February 4, 1985, pages 13372-13373, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 2126-2130 West Division Street, which was authorized by ordinance passed May 15, 1985, pages 16191- 16192, Council Journal.

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 864-870 North Elston Avenue, which was authorized by ordinance passed February 4, 1985, page 13377, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 1750 North Grand Avenue, which was authorized by ordinance passed November 6, 1985, page 21722, Council Journal.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 1302-1316 North Halsted Street, which was authorized by ordinance passed May 15, 1985, page 16193, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 1605 South Harding Avenue 3925-3927 West 16th Street, which was authorized by ordinance passed May 15, 1985, pages 16194-16195, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 1312-1318 South Karlov Avenue, which was authorized by ordinance passed February 11, 1985, page 5392, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 4147-4149 South Michigan Avenue, which was authorized by ordinance passed November 23, 1985, page 3600, Council Journal.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 815 South Oakley Avenue, which was authorized by ordinance passed May 15, 1985, page 16197, Council Journal.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 825 South Oakley Avenue, which was authorized by ordinance passed May 15, 1985, pages 16197- 16198, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 6607-6609 South Stewart Avenue, which was authorized by ordinance passed September 6, 1984, pages 8581-8582, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 3008-3010 West Washington Boulevard, which was authorized by ordinance passed February 4, 1985, page 13386, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 4034-4044 West West End Avenue/200-202 North Keystone Avenue, which was authorized by ordinance passed November 6, 1985, page 21725, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 549-559 East 43rd Street/4306- 4310 South St. Lawrence Avenue, which was authorized by ordinance passed November 23, 1983, page 3607, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 1138 West 95th Place, which was authorized by ordinance passed February 4, 1985, page 13391, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 3513-3528 West 116th Place, which was authorized by ordinance passed May 15, 1985, page 16202, Council Journal.

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

The following is a summary of said bids:

3527 South Calumet Avenue.

William G. Gray, 3535 South Calumet Avenue, Chicago, Illinois 60653: Amount bid \$2,600.00, deposit check \$260.00 (cashier's check);

Rory A. Williams, 8906 South Cottage Grove Avenue, Chicago, Illinois 60619: Amount bid \$1,450.00, deposit check \$145.00 (cashier's check);

4237-4239 South Calumet Avenue.

The Moorish Divine and National Movement in North America, 4233 South Calumet Avenue, Chicago, Illinois 60615: Amount bid \$3,100.00, deposit check \$310.00 (official check);

2126-2130 West Division Street.

Jorge and Lydia Gonzalez, 3502 West Medill Avenue, Chicago, Illinois 60647: Amount bid \$11,600.00, deposit check \$1,160.00 (cashier's check);

864-870 North Elston Avenue.

James E. Wells, 442 West Wellington Avenue, Chicago, Illinois 60657: Amount bid \$11,110.00, deposit check \$1,111.00 (cashier's check);

Donald A. Houlf, 847 North Milwaukee Avenue, Chicago, Illinois 60622: Amount bid \$10,100.00, deposit check \$1,010.00 (cashier's check);

Van F. Salmans and Carolyn Sue Weeks Salmans, 208 West Huron Street, Chicago, Illinois 60610: Amount bid \$11,100.00, deposit check \$1,110.00 (cashier's check);

William E. Leahy, c/o Robert G. McCoy, Winston and Strawn, Suite 5000, One First National Plaza, Chicago, Illinois 60603: Amount bid \$13,317.00, deposit check \$1,331.70 (cashier's check);

1750 North Grand Avenue.

Richard Stramaglio, 1313 West Grand Avenue, Chicago, Illinois 60622: Amount bid \$5,100.00, deposit check \$510.00 (cashier's check);

1302-1316 North Halsted Street.

Carl C. DiDonato, 180 North LaSalle Street, Suite 3020, Chicago, Illinois 60601: Amount bid \$38,250.00, deposit check \$3,825.00 (certified check);

Michael H. Zaransky, 3939 Dempster, Skokie, Illinois 60076: Amount \$10,000.00, deposit check \$1,000.00 (certified check);

1605 South Harding Avenue/3925-3927 West 16th Street.

Mack and Mary Johnson, 3921 West 16th Street, Chicago, Illinois 60623: Amount bid \$4,000.00, deposit check \$400.00 (register check);

1312-1318 South Karlov Avenue.

Laticia A. Scott, 1359 South Karlov Avenue, Chicago, Illinois 60623: Amount bid \$5,900.00, deposit check \$600.00 (cashier's check);

4147-4149 South Michigan Avenue.

Chicago Illinois Congregation of Jehovah's Witness Wabash Unit, 4157 South Michigan Avenue, Chicago, Illinois 60615: Amount bid \$10,000.00, deposit check \$1,000.00 (official check);

815 South Oakley Avenue.

The Dearborn Partners, 7 South Dearborn Street, Suite 1622, Chicago, Illinois 60603: Amount bid \$4,123.45, deposit check \$412.35 (certified check);

William L. Lavicka, 15020 West Jackson Boulevard, Chicago, Illinois 60607: Amount bid \$5,550.00, deposit check \$555.00 (certified check);

825 South Oakley Avenue.

The Dearborn Partners, 7 South Dearborn Street, Suite 1622, Chicago, Illinois 60603: Amount bid \$4,234.50, deposit check \$423.45 (certified check);

William L. Lavicka, 1520 West Jackson Boulevard, Chicago, Illinois 60607: Amount bid \$5,550.00, deposit check \$555.00 (certified check);

6607-6609 South Stewart Avenue.

Union Tabernacle Missionary Baptist Church, 6623 South Stewart Avenue, Chicago, Illinois 60621: Amount bid \$7,905.00, deposit check \$790.50 (certified check);

3008-3010 West Washington Boulevard.

Mt. Sinai Baptist Church, 2841 West Washington Boulevard, Chicago, Illinois 60612: Amount bid \$30,000.00, deposit check \$3,000.00 (cashier's check);

*4034-4044 West West End Avenue/
200-202 North Keystone Avenue.*

Bethel New Life, Inc., 367 North Karlov Avenue, Chicago, Illinois 60624: Amount bid \$4,400.00, deposit check \$440.00 (certified check);

*549-559 East 43rd Street/4306-4310
South St. Lawrence Avenue.*

Komed Health Center, 501 East 43rd Street, Chicago, Illinois 60653: Amount bid \$17,500.00, deposit check \$1,750.00 (certified check);

1138 West 95th Place.

Michael Clarke, 9801 South Pulaski Road, Evergreen Park, Illinois 60642 and Kevin Nagle, 6225 South California Avenue, Chicago, Illinois 60629: Amount bid \$6,801.00, deposit check \$681.00 (certified check);

3513-3528 West 116th Place.

Edward W. and Lorraine P. Ryan, Jr., 3511 West 116th Place, Chicago, Illinois 60655: Amount bid \$5,000.00, deposit check \$500.00 (certified check).

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Thursday, the sixteenth (16th) day of January, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the thirtieth (30th) day of January, 1986, 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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, January 30, 1986, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.